

03-02-2001



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02-09-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #26

2.9.01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

Please record the attached original documents or copy thereof.

1. Name of Conveying Party:

Amethyst Investment Group, Inc.
Delaware Corporation

2. Name and Address of Receiving Party:

L'Oreal USA, Inc.
575 Fifth Avenue
New York, New York 10017
Delaware Corporation

3. Nature of Conveyance: Assignment
Execution Date: December 31, 2000

4. Trademark Application Nos.: See Attached

5. Trademark Registrations Nos.: See Attached

6. Name and address of party to whom correspondence
concerning document should be mailed:

Lisa M. Gigliotti, Esq.
L'Oreal USA Creative, Inc.
575 Fifth Avenue
New York, New York, 10017

Total number of registrations/applications involved: 97

Total Fee (37 CFR § 3.41): \$2440.00 (Check Enclosed)
Additional fees authorized to be charged to deposit account #03-3348

To the best of my knowledge and belief, the foregoing information is true and correct and
any attached copy is a true copy of the original document.

Dated: February 7, 2001

Lisa M. Gigliotti

Total: Eight Pages

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00000106 75406075

01 FC:481
02 FC:482

40.00 OP
2400.00 OP

**TRADEMARK
REEL: 002238 FRAME: 0149**

EXHIBIT A

Trademarks
(See List Attached)

UNITED STATES TRADEMARKS

	<u>Serial No.</u>	<u>Reg. No.</u>
1. 2 HOLD	75-406,075	2,241,574
2. 2 HOLD	75-406,074	2,255,111
3. 2 IN ONE	75-406,219	2,376,445
4. 4 SHINE	75-407,705	2,256,705
5. 4 SHINE	75-403,087	2,241,570
6. 60 MINUTE WERKOUT BY MIZANI	76-090,403	
7. A ("Misc. Design")	74-089,320	1,714,882
8. A DIFFERENCE YOU CAN SEE AND FEEL ONLY AT SALONS	76-002,530	
9. AEROFIXX	74-470,435	1,919,157
10. ALTERNATIVES	75-314,239	2,306,419
11. BABY LOVE	74-050,423	1,733,906
12. BOTANIFYING	74-574,318	2,109,396
13. BREAKTHRU	75-805,964	
14. BREAKTHRU	75-796,885	
15. CARE FREE CURL	73-401,333	1,301,111
16. CARE FREE CURL	73-365,514	1,264,633
17. CARE FREE CURL GOLD	73-695,728	1,529,201
18. COLORCUED	74-383,962	1,873,074
19. COLORCUED	74-197,161	1,772,161
20. CONFIDERM	74-486,454	1,892,888
21. DOO-RAG	73-413,688	1,307,133
22. DOO-WAVE	74-241,674	1,717,400
23. EVERLASTING	74-089,321	1,679,134
24. EVERLASTING CURL	73-508,186	1,365,138
25. FEATHERHOLD	73-729,566	1,516,973
26. FOR HEALTHY RELAXED HAIR YOU DESERVE	76-002,750	
27. FRIZZ FREE BY ALTERNATIVES	75-480,098	2,354,063
28. FRIZZ FREE BY SOFT SHEEN	75-480,099	
29. FRIZZ-FREE	76-054,000	
30. FULFYL	74-410,811	1,864,480
31. FULLA CURLS	73-413,825	1,291,705
32. FULLA WAVES	73-413,699	1,291,704
33. HAIR WERKS BY SOFT SHEEN	75-473,021	2,287,406
34. HIGH FIVE	73-656,537	1,494,741
35. HIPROTECH	73-550,063	1,394,582
36. HRM	74-415,710	1,827,993
37. HYDRAFUSE	74-410,810	1,910,980
38. KERAFUSE	74-410,813	1,921,383
39. KERATEX	74-180,817	1,854,383
40. MAKE YOUR CURLS UNMISTAKABLY CARE FREE	73-540,772	1,376,792
41. MISS COOL	73-782,463	1,569,103
42. MIZANI	75-170,797	
43. MIZANI	74-103,116	1,775,670
44. MOISTURFUSE	74-516,564	1,988,957
45. NEUTRA LOCK	74-088,756	1,666,373
46. NOURISHMENT	74-221,852	1,864,472
47. NUTRIMANT	73-550,010	1,393,711
48. OPTI-CLEANSE	73-549,992	1,394,581
49. OPTI-SET	73-549,991	1,394,580
50. OPTIFIX	74-078,217	1,644,205
51. OPTIMUM	74-666,964	2,319,623

UNITED STATES TRADEMARKS

	<u>Serial No.</u>	<u>Reg. No.</u>
52. OPTIMUM CARE	74-612,062	2,091,674
53. OPTIMUM CARE	74-056,334	1,640,161
54. OPTIMUM CONDITIONING	73-522,561	1,399,112
55. OPTIMUM CRYSTAL COLOR	75-349,083	2,309,693
56. OPTIMUM RX	76-002,773	
57. OPTIMUM RX	75-560,217	
58. OPTIMUM RX	75-551,182	
59. OPTIMUM STYLING TOOLS	75-495,739	2,392,021
60. PURIPHYING	74-410,812	1,864,481
61. QHO	72-466,890	992,122
62. REPARATEX	73-549,990	1,394,579
63. ROOTS OF NATURE	74-670,683	1,969,895
64. ROOTS OF NATURE	74-555,745	2,003,480
65. SHOP TALK	73-499,558	1,334,253
66. SILK GLOSS	75-607,115	
67. SNAP BACK	73-540,773	1,379,969
68. SOFT SHEEN	74-666,963	2,253,881
69. SOFT SHEEN	72-246,381	830,742
70. SOFT SHEEN KARIZMA CREME COLOUR	76-021,617	
71. SOLAR GLOSS	75-508,208	2,396,293
72. SPORTIN' SHADES	76-110,502	
73. SPORTIN' WAVES	74-177,155	1,698,694
74. SPORTIN' WAVES	73-477,267	1,352,327
75. SPRADIANCE	75-015,752	2,084,759
76. SS	73-637,931	1,458,931
77. SS	73-550,008	1,382,000
78. SS	73-442,368	1,316,435
79. SYNTHESIS III	73-549,993	1,463,220
80. TENDER CARE	74-331,217	1,864,144
81. THE SECOND GENERATION	73-535,930	1,368,566
82. THERMELASTIC	74-415,341	1,827,991
83. THERMOTONIC	74-721,871	2,130,970
84. TRUEST COLOR	75-403,091	2,260,578
85. VERSI-CARE	73-401,362	1,279,503
86. VERSI-CURL	73-401,398	1,277,734
87. VITAFUSE	73-508,648	1,376,780
88. VITAPLEX	73-550,009	1,412,868
89. WAVE MEMORY	76-114,575	
90. WAVE NOUVEAU	73-712,795	1,553,407
91. WAVITROL III	73-486,028	1,379,935
92. WRAP HUMECTANT	74-084,491	1,661,387
93. Misc. Design (Hair Logo)	75-873,606	
94. Misc. Design	75-560,218	2,325,677
95. Misc. Design	75-051,312	2,244,830
96. Misc. Design	74-436,797	1,847,540
97. Misc. Design	74-319,307	1,837,320

<u>TRADEMARKS</u>	<u>COUNTRY</u>	<u>APPLN. NO.</u>	<u>REG. NO</u>
BABY LOVE	JAMAICA	3/3619	B32,351
BREAKTHRU	BARBADOS		
BREAKTHRU	ANTIGUA		
BREAKTHRU	BAHAMAS	22217	
BREAKTHRU	BERMUDA		
BREAKTHRU	JAMAICA	3/3998	35952
BREAKTHRU	PUERTO RICO		
BREAKTHRU	TRINIDAD	30168	
CARE FREE CURL	ANTIGUA		2652
CARE FREE CURL	BAHAMAS		11688
CARE FREE CURL	BARBADOS		81/3196
CARE FREE CURL	JAMAICA		B24772
CARE FREE CURL	PUERTO RICO		27749
CARE FREE CURL	PUERTO RICO		27748
CARE FREE CURL	TRINIDAD		16301
CARE FREE CURL	VIRGIN ISLANDS		5404
CARE FREE CURL & DEVICE	JAMAICA		B25045
CARE FREE SOFT SHEEN	TRINIDAD		16300
MISC. DEVICE (Hair Logo)	ANTIGUA		
MISC. DEVICE (Hair Logo)	BAHAMAS	22449	
MISC. DEVICE (Hair Logo)	BARBADOS		
MISC. DEVICE (Hair Logo)	BERMUDA	0031383	
MISC. DEVICE (Hair Logo)	JAMAICA	3/4051	
MISC. DEVICE (Hair Logo)	PUERTO RICO		
MISC. DEVICE (Hair Logo)	TRINIDAD	30430	
SS ("MISC. DEVICE")	JAMAICA		B22486
SS ("MISC. DEVICE")	JAMAICA		B22574
SS LOGO ("MISC. DEVICE")	ANTIGUA		2708
SS LOGO ("MISC. DEVICE")	BAHAMAS		11690
SS LOGO ("MISC. DEVICE")	BARBADOS		81/125
SS LOGO ("MISC. DEVICE")	BERMUDA		11109
SS LOGO ("MISC. DEVICE")	PUERTO RICO		27517
SS LOGO ("MISC. DEVICE")	VIRGIN ISLANDS		5405
OPTIMUM	ANTIGUA		2706
OPTIMUM	BAHAMAS		11687
OPTIMUM	BARBADOS		81/124
OPTIMUM	PUERTO RICO		27519
OPTIMUM CONDITIONING	JAMAICA		B35,409
SOFT SHEEN	ANTIGUA		2651
SOFT SHEEN	BAHAMAS		11689
SOFT SHEEN	BARBADOS		81/3195
SOFT SHEEN	JAMAICA		30721
SOFT SHEEN	JAMAICA		36019
SOFT SHEEN	VIRGIN ISLANDS		5403
SOFT SHEEN KARIZMA CRÈME COLOUR	BAHAMAS	23205	
SOFT SHEEN KARIZMA CRÈME COLOUR	BARBADOS		
SOFT SHEEN KARIZMA CRÈME COLOUR	BERMUDA	0032070	
SOFT SHEEN KARIZMA CRÈME COLOUR	JAMAICA	3/4166	
SOFT SHEEN KARIZMA CRÈME COLOUR	PUERTO RICO		

TRADEMARKS	COUNTRY	APPLN. NO.	REG. NO
SOFT SHEEN KARIZMA CRÈME COLOUR	TRINIDAD	31054	
SPORTIN' SHADES	BAHAMAS	23225	
SPORTIN' SHADES	BERMUDA	0032069	
SPORTIN' SHADES	JAMAICA	3/4154	
SPORTIN' SHADES	TRINIDAD	31069	
SS SOFT SHEEN	JAMAICA		28300
SYNTHESIS III	JAMAICA		30721
SYNTHESIS III	PUERTO RICO		27518
SYNTHESIS III	ANTIGUA		2707
SYNTHESIS III	BAHAMAS		11691
SYNTHESIS III	BARBADOS		81/126
SYNTHESIS III	BERMUDA		10815



02-09-2001

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ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

This ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS (this "Assignment") is made and executed effective as of December 31, 2000 by Amethyst Investment Group, Inc., a Delaware corporation ("Assignor") and L'Oréal USA, Inc. a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, tradenames, trademark registrations and trademark applications listed on Exhibit A (collectively, the "Trademarks") and the copyrights, copyright applications and copyright registrations listed on Exhibit B (collectively, the "Copyrights") attached hereto and made a part hereof;

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Trademarks. Assignor hereby assigns to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Trademarks and all registrations thereof and applications therefor, together with all of the goodwill associated with, corresponding to, symbolized by and embodied in the Trademarks. This Assignment includes the entire business of the Assignor.

2. Transfer of Copyrights. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the copyrightable works listed on Exhibit B, including all rights comprising the Copyrights therein and all existing Copyright registrations and applications therefor for the full term of said Copyrights.

3. Recordation of Assignment. Assignor will cooperate with Assignee to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Assignee, including without limitation, the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first above written.

Amethyst Investment Group, Inc.

By: 

Name: John D. Sullivan

Title: Senior Vice President

Exhibit B
Copyrights

Any and all copyrightable works owned by Assignor that are used exclusively or predominantly in connection with the Trademarks listed on Exhibit A.

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