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U.S. Patent & TMO/TM Mail Rcpt Dt. #73

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
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3-2-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

78003613

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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City

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- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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04/13/2001 BT0N11 00000161 150184 78003613
01 FC:461 40.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
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Domestic Representative Name and Address

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Correspondent Name and Address

Area Code and Telephone Number

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Address (line 2)

Address (line 3)

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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="78/003,613"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

James A. Ullman

Name of Person Signing

Signature

3-6-01

Date Signed



03-08-2001

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ASSIGNMENT OF TRADEMARK

This Agreement ("Agreement") is effective this 27th day of February, 2001 ("Effective Date").

WHEREAS, Haircolor Express, Inc., a New Jersey corporation having a principal place of business at 1636 Lemoine Avenue, Fort Lee, NJ 07024 (Assignor") has filed an intent-to-use application in the United States Patent and Trademark Office for the trademark HCX HAIRCOLORXPRESS & DESIGN ("Trademark"), Serial No. 78/003,613 ("Application") (Trademark and Application collectively referred to as "Mark"); and

WHEREAS, haircolorxpress International, LLC, a Florida limited partnership having a principal place of business at 4701 North Federal Highway, Suite 445, Pompano Beach, Florida 33064 ("Assignee") is desirous of acquiring all right, title and interest in and to said Mark, including all common law and statutory rights related to the Mark, together with all good will pertaining thereto, effective as of the Effective Date hereof.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In consideration of the payment(s) acknowledged by Assignor, Assignor does hereby assign, sell and transfer unto Assignee, all right, title and interest in and to the Mark and the goodwill symbolized by and associated with the Mark. Additionally, Assignor does hereby permanently assign, sell and transfer unto Assignee all right, title and interest it has, including goodwill, to the terms HCX,

HAIRCOLORXPRESS and any combination of these term(s) with or without design elements (collectively, "Other Marks"), now and forever.

2. It is distinctly understood and expressly agreed that in the event it is subsequently determined that there has not been sufficient commercial use of the Trademark and/or Other Marks to effect the assignment herein, Assignor agrees that upon commencing sufficient commercial use of the Trademark and/or Other Marks, it will, within five (5) days of said use commencement, assign, sell and transfer unto Assignee all right, title and interest to the Trademark and Other Marks, together with the goodwill symbolized and associated therewith.
3. Each party hereto agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed

in duplicate to become effective as of the date set forth on the first page above.

ASSIGNOR
HAIRCOLOR EXPRESS, INC., a New Jersey corporation

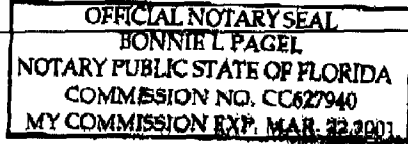
By: Pasquale Benasillo
Title: President

STATE OF FLORIDA)
COUNTY OF BROWARD)

SUBSCRIBED and SWORN to before me this 27th day of FEBRUARY
2001 by Pasquale BENASILLO
NW. DRIVERS LIC. 594 536 543
Bonnie L. Pagel
Notary Public

My Commission Expires:

BONNIE L. PAGEL



ASSIGNEE
haircolorxpress International, LLC, a Florida limited liability company

By: Lawrence A. Feldman CEO
Lawrence Feldman, Chief Executive Officer
FL

STATE OF FLORIDA)
COUNTY OF BROWARD)

SUBSCRIBED and SWORN to before me this 27th day of FEBRUARY
2001 by Lawrence A. Feldman.
FL DRIVERS LIC F435-539-50105
Bonnie L. Pagel
Notary Public

My Commission Expires:

BONNIE L. PAGEL

