



FORM PTO-1594

(Rev. 03/01)

101748439

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

1. Name of conveying Party(ies):

Soft Sheen/Carson, Inc.

- Individual Association
- General Partnership Limited Partnership
- Corporation- State - Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving Party(ies):

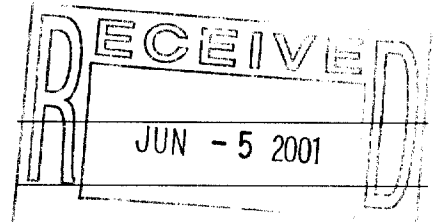
Name: Johnson Products Co., Inc.

Internal Address: _____

Street Address: 12 Mercedes Drive

City: Montvale State NJ Zip Code 07645

- Individual(s) Citizenship _____
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other _____



If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from Assignment) Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

6-5-01

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 01162001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1376790; 1277666; 1829145; 0970940; 0974463; 0988557; 1674733; 0572712; 1043225; 0968329; 0953827; 0681947; 2236968; 2232500; 1190376; 1191484

Additional sheet attached? Yes No

5. Name and address of party to whom correspondence concerning this matter should be mailed:

Bingham B. Leverich, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Attorney Docket No. 027091.00101

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415

- Enclosed
- Authorized to be charged to deposit account 415

8. Deposit Account No.: 033412

DO NOT USE THIS SPACE

9. 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.

Kristina Rosette
Name of Person Signing

Kristina Rosette
Signature

5/30/01
Date

06/12/2001 TDIAZ1 00000095 033412 1376790 Total number of pages including cover sheet, attachments, and document:

10

01 FC:481 40.00 CH
02 FC:482 375.00 CH

ASSIGNMENT OF MARKS AND REGISTRATIONS/APPLICATIONS

This Assignment of Marks and Registrations/Applications ("Assignment") is made as of January 16, 2001, by and among L'ORÉAL USA, INC., a Delaware Corporation ("L'Oréal USA"), SOFT SHEEN/CARSON, INC. (formerly known as CARSON PRODUCTS, COMPANY), a Delaware corporation and wholly-owned subsidiary of L'ORÉAL USA ("CPC" and together with L'Oreal USA, "Assignors"), and JOHNSON PRODUCTS CO., INC., a Delaware corporation ("Assignee").

WHEREAS, CPC is the successor by merger to Johnson Products Co., Inc., a former Florida corporation wholly-owned by Assignor; and

WHEREAS, the trademarks and registrations and applications identified in Schedule A attached hereto (the "Marks and Registrations/Applications") are owned by one or more Assignors; and

WHEREAS, pursuant to a certain Asset Purchase Agreement dated as of November 17, 2000, and amended as of December 22, 2000 and January 10, 2001 (as amended, the "Purchase Agreement"), Assignors have agreed to transfer to Assignee the hair care brands and related assets of Assignors' Johnson Products division, known as the "Hair Care Assets", to which the Marks and Registrations/Applications pertain; and

WHEREAS, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Assignment. Assignors hereby assign to Assignee, as successor of the Business, and Assignee hereby accepts from Assignors, all rights, title, and interest in and to the Marks and Registrations/Applications worldwide, together with the Business to which the Marks and Registrations/Applications pertain and the goodwill of the Business symbolized by the Marks and Registrations/Applications.

2. Excluded Assets and Liabilities. Notwithstanding anything to the contrary herein, Assignors are not transferring to Assignee any Excluded Asset, and Assignee is not assuming any Assumed Liabilities.

3. Further Action. Assignors further covenant and agree, at the reasonable request of Assignee and at no additional expense to Assignors, to execute and deliver any further documents and to take all further actions necessary to enable Assignee to become the registered owner of the Marks and Registrations/Applications and to secure the benefits of the rights hereby assigned. The Assignors will take any actions required pursuant to this paragraph as soon as reasonably practicable following request therefor by the Assignee.

4. Governing Law. This Assignment shall be governed by the internal laws of the State of New York applicable to agreements made and to be performed entirely within such state, without regard to conflict of laws principles.

(signature page follows)

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

L'ORÉAL USA, INC.

By: [Signature]
Name: John D. Sullivan
Title: Senior Vice President
and General Counsel

SWORN TO AND SUBSCRIBED before me this 16th day of January, 2001.

[Signature]
Notary Public

My commission expires _____

JOSHUA V. ROTHMAN
NOTARY PUBLIC, State of New York
No. 01F00031075
Qualified in New York County
Commission Expires Sept. 27, 2001

SOFT SHEEN/CARSON, INC.

By: [Signature]
Name: John D. Sullivan
Title: Senior Vice President
and General Counsel

SWORN TO AND SUBSCRIBED before me this 16th day of January, 2001.

[Signature]
Notary Public

My commission expires _____

JOSHUA V. ROTHMAN
NOTARY PUBLIC, State of New York
No. 01F00031075
Qualified in New York County
Commission Expires Sept. 27, 2001

JOHNSON PRODUCTS CO., INC.

By: [Signature]
Name: Phyllis Hostalery
Title: President and CEO

SWORN TO AND SUBSCRIBED before me this 16th day of January, 2001.

[Signature]
Notary Public

My commission expires _____

JOSHUA V. ROTHMAN
NOTARY PUBLIC, State of New York
No. 01F00031075
Qualified in New York County
Commission Expires Sept. 27, 2001

SCHEDULE A

Country / Territory	Trademark	Registration or Application Number
Argentina	ULTRA SHEEN	Reg. No. 1404951
Bahamas	ULTRA SHEEN	Reg. No. 8321
Barbados	ULTRA SHEEN	Reg. No. 81/5470
Benelux	ULTRA SHEEN	Reg. No. 332146
Bermuda	ULTRA SHEEN	Reg. No. 8057
Botswana	GENTLE TREATMENT	Reg. No. SA8876
Botswana	ULTRA SHEEN	Reg. No. SA7676
Botswana	SOFT TOUCH	Appln. No. BW/M/98/00842
Brazil	GENTLE TREATMENT	Appln. No. 818997842
Brazil	GENTLE TREATMENT	Appln. No. 821746634
Brazil	ULTRA SHEEN	Appln. No. 821746596
Canada	GENTLE-TREATMENT	Reg. No. 378676
Canada	ULTRA SHEEN	Reg. No. 236328
Colombia	ULTRA SHEEN	Reg. No. 186005
Congo (Zaire)	GENTLE TREATMENT	Appln. No. Unknown
Congo (Zaire)	ULTRA SHEEN	Appln. No. Unknown
Dominican Republic	ULTRA SHEEN	Reg. No. 23933
Egypt	GENTLE TREATMENT	Reg. No. 79475
Egypt	ULTRA SHEEN	Reg. No. Unknown (Appln. No. 79473)

Reg. No. SA 8876
 Appln. No. BW/M/98/00842
 Appln. No. 81-99-842

TRADEMARK

Country / Territory	Trademark	Registration or Application Number
El Salvador	ULTRA SHEEN	Reg. No. 6992
Ethiopia	GENTLE TREATMENT	Reg. No. 03109
Ethiopia	ULTRA SHEEN	Reg. No. 03474
Ethiopia	SOFT TOUCH	Reg. No. 3113
European Union	ULTRA SHEEN	Appln. No. 001206580
France	ULTRA SHEEN	Reg. No. 1301320
Ghana	GENTLE TREATMENT	Appln. No. Unknown
Ghana	ULTRA SHEEN	Appln. No. B25178
Ghana	SOFT TOUCH	Appln. No. 29225
Ghana	JOHNSON'S	Appln. No. 26438
Guatemala	ULTRA SHEEN	Reg. No. 31779/392/78
Haiti	ULTRA SHEEN	Reg. No. 301 - Reg. 105
Honduras	ULTRA SHEEN	Reg. No. 60398
Italy	JOHNSON'S	Reg. No. 724398
Italy	ULTRA SHEEN	Reg. No. 724393
Jamaica	GENTLE TREATMENT	Reg. No. B33,565
Jamaica	JOHNSON'S	Reg. No. 18206
Jamaica	ULTRA SHEEN	Reg. No. 17542
Kenya	GENTLE TREATMENT	Appln. No. 47795
Kenya	ULTRA SHEEN	Reg. No. B21705
Kenya	SOFT TOUCH	Reg. No. 47933
Lesotho	GENTLE TREATMENT	Reg. No. LS/M/93/00692

Country / Territory	Trademark	Registration or Application Number
Lesotho	ULTRA SHEEN	Reg. No. LS/M/92/00657
Liberia	ULTRA SHEEN	Reg. No. 11490/460
Liberia	JOHNSON'S	Reg. No. 11490/458
Mexico	ULTRA SHEEN	Reg. No. 373670
Mozambique	GENTLE TREATMENT	Appln. No. 2095/99
Mozambique	ULTRA SHEEN	Appln. No. 2091/99
Mozambique	SOFT TOUCH	Appln. No. 2093/99
Namibia	GENTLE TREATMENT	Reg. No. 83/0463
Namibia	ULTRA SHEEN	Reg. No. 82/0761
Namibia	SOFT TOUCH	Appln. No. 98/1012
Netherlands Antilles	ULTRA SHEEN	Reg. No. 9828
Nigeria	GENTLE TREATMENT	Appln. No. TP37598
Nigeria	GENTLE TREATMENT	[No. 39023 - Details Pending]
Nigeria	ULTRA SHEEN	[No. 23693 - Details Pending]
Nigeria	SOFT TOUCH	Appln. No. TP38001
Nigeria	JP DESIGN	Reg. No. 23692
OAPI	GENTLE TREATMENT	Reg. No. 39406
OAPI	ULTRA SHEEN	Reg. No. 15128
OAPI	ULTRA SHEEN	Reg. No. 27103
OAPI	SOFT TOUCH	Reg. No. 39869
OAPI	JOHNSON'S	Reg. No. 15123
Panama	GENTLE TREATMENT	Reg. No. 044301

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Reg. No. 82/0761

Reg. No. 9828

TRADEMARK

Country / Territory	Trademark	Registration or Application Number
Panama	ULTRA SHEEN	Reg. No. 13298
Panama	ULTRA SHEEN	Reg. No. 20479
Panama	ULTRA SHEEN	Reg. No. 69624
Puerto Rico	ULTRA SHEEN	Reg. No. 5994
Saudi Arabia	GENTLE TREATMENT	Reg. No. 230/82
Saudi Arabia	SOFT TOUCH	Reg. No. 230/81
Saudi Arabia	ULTRA SHEEN	Reg. No. 230/80
South Africa	GENTLE TREATMENT	Reg. No. B83/3192
South Africa	ULTRA SHEEN	Reg. No. 72/4735
South Africa	SOFT TOUCH	Appln. No. 98/12658
Suriname	ULTRA SHEEN	Reg. No. 8774
Swaziland	GENTLE TREATMENT	Reg. No. 189/85
Swaziland	ULTRA SHEEN	302/1983
Taiwan	ULTRA SHEEN	Appln. No. 88010319
Taiwan	ULTRA SHEEN	Appln. No. 88010320
Tanganyika	GENTLE TREATMENT	Appln. No. 26033
Tanganyika	ULTRA SHEEN	Reg. No. B15839
Trinidad & Tobago	ULTRA SHEEN	Appln. No. 17725
Uganda	GENTLE TREATMENT	Reg. No. 21749
Uganda	ULTRA SHEEN	Reg. No. 21750
Uganda	SOFT TOUCH	Reg. No. 21846
United Kingdom	ULTRA SHEEN	Reg. No. 1144726

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TRADEMARK

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Country / Territory	Trademark	Registration or Application Number
United States	GENTLE TREATMENT	Serial No. 75-318,978
United States	GENTLE-TREATMENT	Reg. No. 1,376,790
United States	GENTLE-TREATMENT	Reg. No. 1,277,666
United States	GT	Reg. No. 1,882,755
United States	GT FOR MEN	Reg. No. 1,829,145
United States	JOHNSON PRODUCTS SUPREME	Appln. No. 76/086,876
United States	JP STYLIZED	Reg. No. 988,557
United States	JP STYLIZED	Reg. No. 974,463
United States	JP DESIGN	Reg. No. 970,940
United States	SOFT TOUCH & DESIGN	Reg. No. 1,674,733
United States	SOFT TOUCH & DESIGN	Reg. No. 572,712
United States	ULTRA SHEEN GRO NATURAL TREATMENT	Reg. No. 2,232,500
United States	ULTRA SHEEN GRO NATURAL GEL TREATMENT	Reg. No. 2,236,968
United States	ULTRA SHEEN ULTIMATE	Reg. No. 1,191,484
United States	ULTRA SHEEN SUPREME	Reg. No. 1,190,376
United States	ULTRA SHEEN	Reg. No. 1,043,225
United States	ULTRA SHEEN	Reg. No. 968,329
United States	ULTRA SHEEN	Reg. No. 953,827
United States	ULTRA SHEEN	Reg. No. 681,947
Zambia	GENTLE TREATMENT	Reg. No. 138/83
Zambia	ULTRA SHEEN	Reg. No. 137/83

Reg. No. 1,191,484
 Reg. No. 1,190,376
 Reg. No. 1,043,225

TRADEMARK

Country / Territory	Trademark	Registration or Application Number
Zambia	SOFT TOUCH	Appln. No. 566/98
Zimbabwe	ULTRA SHEEN	Reg. No. 1143/98
Zimbabwe	SOFT TOUCH	Reg. No. 1146/98

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 RECORDED: 06/05/2001
 REEL: 002312 FRAME: 0823