

06-15-2001



COVER SHEET
ILY

Tab settings

To the Honorable Commissioner

101752001

See attached original documents or copy thereof.

1. Name of conveying party(ies):

Beauty For All Seasons, Inc.
an Idaho corporation
360 B Street
Idaho Falls, Idaho

6-601

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

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

2. Name and address of receiving party(ies)

Name: Beauty For All Seasons International, Inc.

Internal Address: _____

Street Address: 14501 E. Walnut Drive

City: City of Industry State: California ZIP: 91749

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

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

Execution Date: March 17, 2000 & March 20, 2000

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

A. Trademark Application No.(s)

75 339577

B. Trademark Registration No.(s)

1,235, 129
1,478, 076
1,499, 057

Additional numbers attached? Yes No

Refund Ref:
06/14/2001 LNUELLER 0000106228

CHECK Refund Total: \$105.00

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

Name: Maurice B. Pilosof, Esq.

Internal Address: 1148 Fourth Street, Suite 205
Santa Monica, California 90403

Street Address: 1148 Fourth Street, Suite 205

City: Santa Monica State: California ZIP: 90403

06/14/2001 LNUELLER 00000125 75339577

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)..... \$ 320.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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.

Maurice B. Pilosof
Name of Person Signing

Maurice B. Pilosof
Signature

June 5, 2001
Date

Total number of pages including cover sheet, attachments, and document: 10

Mall documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Continuation of Item 4

Registration Nos.

1,630,475

2,162,042

2,198,663

2,213,002

TRADEMARK

REEL: 002315 FRAME: 0018

State of California



SECRETARY OF STATE CERTIFICATE OF FILING

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the **2nd day of June, 2000**, there was filed in this office a(n) **Agreement of Merger** merging **BEAUTY FOR ALL SEASONS, INC.**, a(n) **Idaho** corporation, into **BEAUTY FOR ALL SEASONS INTERNATIONAL, INC.**, a California corporation, and the surviving corporation, by the terms of said agreement.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 29, 2001.

Bill Jones

BILL JONES
Secretary of State

ch

State of California



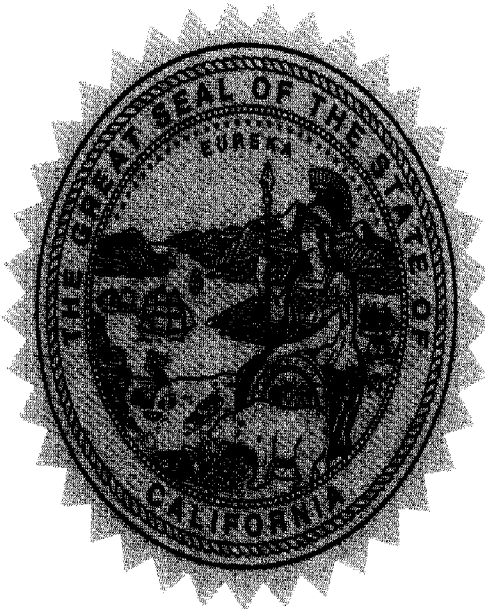
SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 29 2001



Bill Jones

Secretary of State

A0546267

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AGREEMENT OF MERGER

JUN 02 2000

Bill Jones
ILL. JONES Secretary of State

This Agreement of Merger "Agreement") is entered into effective as of the Effective Time (as defined in Section 1.5 hereof) among Jeunique International, Inc., a California corporation (hereinafter "Parent Corporation"), (Beauty For All Seasons International, Inc.), a California corporation (herein "Surviving Corporation") and Beauty For All Seasons, Inc., an Idaho corporation (herein "Merging Corporation").

RECITALS

- A. Surviving Corporation is a wholly-owned subsidiary of Parent Corporation.
- B. The respective Boards of Directors of Parent Corporation, Surviving Corporation and Merging Corporation deem it desirable and in the best interests of their respective shareholders to merge Merging Corporation with and into Surviving Corporation (the "Merger").
- C. The parties intend the Merger to be a tax-free reorganization within the meaning of Sections 368(a)(1)(A) or 368(a)(2)(D) of the Internal Revenue Code of 1986, as amended.
- D. To effect the Merger, the parties have entered into that certain Merger Agreement and Plan of Reorganization effective as of December 31, 1999. Such agreement, together with this Agreement, are intended to be construed together in order to effectuate their purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties agree as follows:

1. Merger.

1.1 **Merger of Merging Corporation into Surviving Corporation.** At the Effective Time (as defined in Section 1.5 hereof), Merging Corporation shall be merged with and into Surviving Corporation in accordance with this Agreement, the separate corporate existence of Merging Corporation shall cease, and Surviving Corporation shall continue under the laws of the State of California as the surviving corporation.

1.2 **Effect of the Merger.** At the Effective Time, the separate existence of Merging Corporation shall cease, and, in accordance with the terms of this Agreement, Surviving Corporation shall automatically: (i) possess all of the rights, privileges, powers, immunities, franchises and authority, both public and private, and be subject to all of the restrictions, disabilities and duties of Merging Corporation and Surviving Corporation (collectively, the "Constituent Corporations"); (ii) be vested with all of the assets and property, real, personal, mixed and intangible, and every interest therein, including franchises, receivables, contract rights, and choses-in-action wherever located, belonging to each of the Constituent Corporations; and (iii) be liable for all of the obligations and liabilities of each of the Constituent Corporations, all with the effect provided under the General Corporation Law of the State of California. After the Merger, Surviving Corporation shall be responsible and liable for all liabilities and obligations of

may be prosecuted as if the Merger had not taken place, or Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of Merging Corporation shall be impaired by the Merger, and all debts, liabilities and duties of Merging Corporation shall attach to Surviving Corporation, and may be enforced against Surviving Corporation to the same extent as if such debts, liabilities and duties had been incurred or contracted by Surviving Corporation.

1.3 **Articles and Bylaws.** The Articles of Incorporation of Surviving Corporation as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until the same shall be amended from time to time as provided by law. The Bylaws of Surviving Corporation as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until the same shall be amended from time to time as provided by law.

1.4 **Directors and Officers.** The directors and officers of Surviving Corporation shall be the directors and officers of the Surviving Corporation. The directors of Surviving Corporation will hold office until their successors have been elected and qualified. The officers of Surviving Corporation will hold office subject to the Bylaws of the Surviving Corporation and until their successors are appointed by the directors of the Surviving Corporation.

1.5 **Consummation of Merger.** The parties shall cause the Merger to be consummated by filing with the Secretary of State of the State of California and the Secretary of State of the State of Idaho an executed copy of this Agreement, together with officers' certificates for each of the Constituent Corporations. The Merger shall become effective immediately upon such filings. The date of such filings is referred to herein as the "Effective Time."

2. Conversion of Shares.

2.1 **Capital Stock of Merging Corporation.** Each share of the common stock of Merging Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and converted into 1.51 fully paid and nonassessable shares of the common stock of Parent Corporation. Each authorized but unissued share of the common stock of Merging Corporation and all treasury shares of Merging Corporation shall not be converted into shares of the common stock of Parent Corporation, but shall automatically be canceled at the Effective Time.

2.2 **Capital Stock of Surviving Corporation.** The outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the Merger.

2.3 **Exchange of Stock.** After the Effective Time, each holder of an outstanding certificate(s) representing shares of the common stock of the Merging Corporation shall be entitled, upon the surrender of such certificate(s) to Surviving Corporation or its designated representative, to receive a certificate representing the number of shares of common stock of Parent Corporation into which the shares of common stock of Merging Corporation represented by such surrendered certificate(s) have been converted by virtue of the Merger. Until so surrendered, each outstanding certificate evidencing shares of common stock of Merging Corporation shall be considered for all corporate purposes to evidence the number of shares of common stock of Parent Corporation into which such shares have been converted.

2.4 Further Assurances. After the Merger becomes effective, Merging Corporation, through the persons who were its officers immediately prior to the Merger, shall execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BEAUTY FOR ALL SEASONS
INTERNATIONAL, INC.,
a California corporation

By: Mulford J. Nobbs
Mulford J. Nobbs, Chairman

By: Theresa Goodwin
Theresa Goodwin, Secretary

JEUNIQUE INTERNATIONAL, INC.,
a California corporation

By: Kenneth R. Finn
Kenneth R. Finn, President

By: Theresa Goodwin
Theresa Goodwin, Secretary

BEAUTY FOR ALL SEASONS, INC.,
an Idaho corporation

By: John Galazin
John Galazin, President

By: Winston V. Beard
D. Gary Peterson, Secretary

Winston V. Beard, Assistant Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Kenneth R. Finn and Theresa Goodwin certify that:

1. They are the President and the Secretary, respectively, of JEUNIQUE INTERNATIONAL, INC., a California corporation (the "Corporation").
2. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the board of directors of the Corporation.
3. No vote of the shareholders of the Corporation was required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: March 20, 2000

By: 
Kenneth R. Finn, President

By: 
Theresa Goodwin, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

John Galazin and Theresa Goodwin certify that:

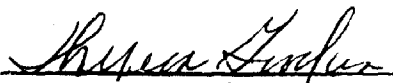
1. They are the President and the Secretary, respectively, of BEAUTY FOR ALL SEASONS INTERNATIONAL, INC., a California corporation (the "Corporation").
2. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the board of directors and the shareholders of the Corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares of the Corporation and the number of shares outstanding is 100.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: March 20, 2000

By: 

John Galazin, President

By: 

Theresa Goodwin, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Winston V. Beard
John Galazin and D. Gary Peterson certify that:

1. They are the President and the ^{Assistant} Secretary, respectively, of BEAUTY FOR ALL SEASONS, INC., an Idaho corporation (the "Corporation").
2. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the board of directors and the shareholders of the Corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares of the Corporation and the number of shares outstanding is 1,198,426.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: March 17, 2000

By: *John Galazin*
John Galazin, President

By: *Winston V. Beard*
~~D. Gary Peterson, Secretary~~
Winston V. Beard, Assistant Secretary



*Produced Pursuant to the California Public Access Law (CPAL) by the Secretary of State of California