

FORM PTO-1594
1-31-92

6.14.01

06-20-2001

U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

To the Honorable Commissioner of Patents and T



Documents or copy thereof.

1. Name of conveying party(ies):

receiving party(ies)

TECNICA CORPORATION

101754283

HAY-TEC ACQUISITION CORP.

- Individual(s)
- Association
- General Partnership
- Limited Partnership

X Corporation-State: California

Other

Additional name(s) of conveying parties attached? Yes No

Internal Address:

Street Address: 8220 Remmet Avenue

City: Canoga Park State: California ZIP: 91304

Individual(s) citizenship

Association

General Partnership

Limited Partnership

X Corporation-State: Colorado

Other

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

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes No

3. Nature of conveyance:

- X Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: August 13, 1998

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,872,176 and 1,854,210

Additional numbers attached? Yes No

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

Name: Marc M. Gorelnik, Essq.
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41): \$65.00

Enclosed Charge Fees to Deposit Account

Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Marc M. Gorelnik
Name of Person Signing

Signature

June 11, 2001
Date

Total number of pages including cover sheet, attachments and document: 9

10. Change Correspondence Address to that of Part 5? X Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

MAIL ROOM
10:00 AM
15:00 PM
25:00 PM

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

EXECUTION COPY

**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

By and Among

PRO-STYLE ACQUISITION CO.,
HAY-TEC ACQUISITION CORP.,
HAY-TEC INTERNATIONAL, INC.,
HAYASHI FOR HAIR, INC.,

TECNICA,

SHARON HAYASHI

and

JOHN FASAN

Dated as of August 13, 1998

JUN-11-2001-1

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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants, agreements, terms and conditions set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I SALE AND PURCHASE OF SELLER'S ASSETS

1.1 Purchased Assets. On the terms and subject to the conditions contained herein, Purchaser shall acquire from Seller at the Closing (as defined in Section 1.6 below) all of Seller's right, title and interest in and to all assets, except for the Excluded Assets (as defined in Section 1.2 below), used by Seller in the Business (the "Purchased Assets"), and the Purchased Assets shall be conveyed free and clear of all liens, claims, encumbrances or rights of others, except for the Permitted Encumbrances (as defined in Section 1.3 below). Without limiting the generality of the foregoing, the Purchased Assets shall include the following:

- (a) **Cash.** All Cash or cash equivalents.
- (b) **Receivables.** All accounts receivable, notes receivable and similar receivables.
- (c) **Inventories.** All inventory items held by Seller, whether or not reflected on Seller's unaudited consolidated balance sheet as of the end of the month immediately preceding the Closing Date (the "Ending Balance Sheet"), plus any inventory items acquired by Seller in the ordinary course of business after the date of the Ending Balance Sheet but prior to Closing and minus any inventory items sold by Seller in the ordinary course of business after the date of the Ending Balance Sheet but prior to Closing. Inventory items shall include, without limitation, finished goods, work in progress, raw materials and supplies, but shall not include inventory items that are not saleable, are obsolete or are damaged.
- (d) **Tangible Personal Property.** All tangible personal property, such as equipment, machinery, tools, supplies, furniture, fixtures, leasehold improvements, non-inventoried stores and supplies, trucks, vans, automobiles, forklifts, and other vehicles, computers and peripherals and all maintenance and other operating supplies (whether inventoried or not) and other miscellaneous tangible personal property of Seller used in the Business, whether or not located at Seller's principal place of business at the Closing Date (as defined in Section 1.6 below) and whether or not reflected on the Ending Balance Sheet, a list of which is set forth in Schedule 2.8 (collectively, the "FF&E").
- (e) **Real Property.** All real property and interests in real property, such as options, leases and other rights therein, and all plant, warehouse, office facilities, buildings,

easements, rights of way and appurtenances thereon and thereto and other improvements and fixtures attached to such real property owned by Seller (collectively, the "Real Property"). All Real Property is identified as owned or leased and described on Schedule 2.8 attached hereto.

(f) Contracts and Other Agreements Relating to the Business. All rights of Seller under all contracts (written or oral), licenses, leases (real and personal property), and other agreements or arrangements of Seller.

(g) Books, Records, Lists and Other Data. All files, books, records, invoices, accounts, surveys, customer lists and records, supplier lists, catalogs, price lists, marketing and advertising information, purchasing histories, profiles and materials, technical bulletins, books and records of account and other financial, customer and credit data, and all computer programs, software, source code, hardware, firmware, tapes and other materials used to store, record or produce such data, owned, leased or licensed by Seller and used in or useful to the Business.

(h) Licenses, Permits. All applicable governmental licenses, permits, approvals and authorizations that relate to the operation of the Business (to the extent transferable).

(i) Prepayments. All security, utility or similar deposits or prepaid expenses of Seller.

(j) Proprietary Rights. All technology, mechanical processes, computer software, source code, data and documentation (including electronic media), trade secrets (technical and non-technical), product formulations, research and development, know-how, customer lists and other confidential business information and proprietary rights, including, without limitation, inventions, patents, patent disclosures, copyrights, trademarks, service marks, trade dress, trade names, corporate names and licenses or other agreements to or with third parties regarding the foregoing, which are used in or useful to the Business (including applications and registrations and the goodwill associated with any such patent, copyright, trademark or trade name).

(k) General Intangibles. All general intangibles used by or useful to the Business including, without limitation, all goodwill as a going concern and any and all causes of action or claims of Seller against any third party that arose or will arise in connection with the Business prior to the Closing Date.

(l) Other Assets. All other assets of Seller used in the conduct of the Business and existing on the Closing Date, whether or not reflected in the Ending Balance Sheet or on the books or records of Seller or the Business.

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement on this ___ day of October, 1998 to be effective as of August 13, 1998.

PARENT:

PRO-STYLE ACQUISITION CO.

By: 

Name (Print):

KENNETH G. BERNSTEIN

Title:

President

PURCHASER:

HAY-TEC ACQUISITION CORP.

By: 

Name (Print):

KENNETH G. BERNSTEIN

Title:

President

SELLER:

HAY-TEC INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

HAYASHI FOR HAIR, INC.

By: _____

Name: _____

Title: _____

TECNICA

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement on
this ___ day of October, 1998 to be effective as of August 13, 1998.

PARENT:

PRO-STYLE ACQUISITION CO.

By: _____
Name (Print): _____
Title: _____

PURCHASER:

HAY-TEC ACQUISITION CORP.

By: _____
Name (Print): _____
Title: _____

SELLER:

HAY-TEC INTERNATIONAL, INC.

By: _____
Name: _____ JOHN FASAN
Title: _____ PRESIDENT

HAYASHI FOR HAIR, INC.

By: _____
Name: _____ JOHN FASAN
Title: _____ CEO / V.P.

TECNICA

By: _____
Name: _____ JOHN FASAN
Title: _____ PRES.

SHAREHOLDERS:

Sharon Hayashi

Sharon Hayashi

John Pagan

LIST OF ALL TRADEMARKS FOR TECNICA:

- UNITED STATES:** Tecnica - Class 21 and Class 3
- BENELUX:** Tecnica - Class 21
- CANADA:** Tecnica - Class 21 and Class 3
- EL SALVADOR:** Tecnica - Class 21
- GERMANY:** Tecnica - Class 21
- GREAT BRITAIN:** Tecnica - Class 21 (United Kingdom)
- ITALY:** Tecnica - Class 21
- JAPAN:** Tecnica - Class 21
- SWITZERLAND:** Tecnica - Class 21

SCH 0274