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07-19-2001

Attorney Docket No.

Form PTO-1594
(Rev. 03-01)
OMB No. 0651-0027 (exp 5/31/2002)

Re



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101781923

Tab settings

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

1. Name of conveying party(ies):

HAYASHI FOR HAIR, INC.

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

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

2. Name and address of receiving party(ies)
Name: HAY-TEC ACQUISITION CORP.
Internal Address: _____
Street Address: 8220 Remmet Avenue
City: Canoga Park State: California ZIP: 91304

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 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 name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 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): 1,418,775; 2,039,667; 2,083,559
Additional numbers attached? Yes No

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

Name: Marc M. Gorelnik, Esq.
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 3

7. Total fee (37 CFR 3.41): \$90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 20-1430

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

07/18/2001 LNUELLER 00000242 201430 1418775

01 FC:481 40.00 CH
02 FC:482 50.00 CH

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 Marc Gorelnik June 28, 2001
Name of Person Signing Signature Date

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

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

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TO
EKS & H

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PAGE 09/47

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 3, 1998

JCHK-16921-4

**TRADEMARK
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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 salable, 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).

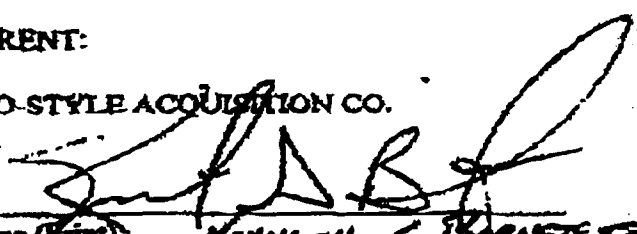
(k) General Intangibles. All general intangibles used by or useful to the Business including, without limitation, all goodwill as a going concern and any and all causes of action or claims of Seller against any third party that arose or will arise in connection with the Business prior to the Closing 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 19, 1998.


PARENT:

PRO-STYLE ACQUISITION CO.

By: 
Name (Print): KENNETH S. BERNSTEIN
Title: PRESIDENT

PURCHASER:

HAY-TEC ACQUISITION CORP.

By: 
Name (Print): KENNETH S. 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

[Signature]

John Pagan

SCPK-2071X-4

SEP-02-01 14:15 FROM HAYASHI TRADING INT'L INC

T-100 P 02/04 F-131

LIST OF ALL HAYASHI TRADEMARKS:

UNITED STATES: Hayashi - Design & Logo (California)
System 911 - Design & Logo
System Hiroki - Design & Logo

ARGENTINA: Hayashi (New Logo) - Class 3

AUSTRALIA: Hayashi & Design - Class 3

BENELUX: Hayashi (New Logo) - Class 3

BRAZIL: Hayashi & Design - Class 3

BRITISH: Hayashi & Design - Class 3

CANADA: Hayashi & Design
System 911 & Design
Frees-II

COLUMBIA: Hayashi (New Logo) - Class 3

GERMANY: Hayashi (New Logo) - Class 3

GREAT BRITAIN: Hayashi & Design - Class 3 (United Kingdom)

ITALY: Hayashi & Design - Class 3

MEXICO: Hayashi & Design - Class 3

PANAMA: Hayashi - Class 3

PERU: Hayashi - Class 3

SWITZERLAND: Hayashi (New Logo) - Class 3

TURKEY: Hayashi (New Logo) - Class 3

VENEZUELA: Hayashi - Class 3

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