FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

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

# 101830486 RECORDATION FORM COVER SHEET

I RADEWARKS ONL I	
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).	
Submission Type Conveyance Type	
X   New   X   Assignment   License	
Resubmission (Non-Recordation) Document ID # Security Agreement Nunc Pro Tunc Assign	ıment
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Reel # Frame # Other	
Conveying Party  X Mark if additional names of conveying parties attached Execution I Month Day	Year
Name George Caroll 0724200	1
Formerly	
Associ	ation
X Individual General Partnership Limited Partnership Corporation Associ	ation
Other	
X Citizenship/State of Incorporation/Organization Individual and citizen of United State	s
Receiving Party  Mark if additional names of receiving parties attached	
Name The Lamaur Corporation	
DBA/AKA/TA	
Composed of	
5601 East River Road	
Address (line 1) 5601 East River Road	
Address (line 2) 55432	
Address (line 3) Fridley Minnesota Zip Code State/Country If document to be recorded is an	
City Limited Partnership and the receiving pa	irty is
Individual General Farthership not domiciled in the United State	s, an
X Corporation Association appointment of a domestic representative should be attach (Designation must be a separate	ed.
(Designant from Assignment.)	
Other	
Y Citizenshin/State of Incorporation/Organization	
FOR OFFICE USE CIVE!	
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Mail documents to be recorded with required cover sheet(s) information to:
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FORM PTO-1618B	Page 2	U.S. Department of Commerce Patent and Trademark Office	
Expires 06/30/99   OMB 0651-0027	contative Name and Address	TRADEMARK	
·	Enter for the	first Receiving Party only.	
Name			
Address (line 1)			
Address (line 2)		·	
Address (line 3)			
Address (line 4)			
Correspondent l	Name and Address Area Code and Telephone Numb	er 612-335-1448	
Name Er	ric D. Paulsrud, Esq.		
Address (line 1)	eonard, Street and Deinard		
Address (line 2)	00 South Fifth Street		
Address (line 3) Su	ite 2300		
` ' <u> </u>	nneapolis, MN 55402		
	r the total number of pages of the attached conveyar Iding any attachments.	nce document # 4	
Tuedement Appli	ication Number(s) or Registration Number(s	Mark if additional numbers attached	
Enter either the Trade	mark Application Number or the Registration Number (DO NOT EN	Registration Number(s)	
	k Application Number(s)		
78047931			
		ved # 2	
Number of Properties Enter the total number of properties involved.			
Fee Amount	Fee Amount for Properties Listed (37 CFR		
Method of Pa			
Deposit Accord	unt nt by deposit account or if additional fees can be charged to the acc Deposit Account Number:	#	

Authorization to charge additional fees:

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

Statement and Signature

indicated herein.

Eric D. Paulsrud, Esq.

Name of Person Signing

Signature

Yes

No

FORM PTO-1618C Expires 06/30/99

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

OMB 0651-0027	I RADEMARKS UNLY	IKADEMAKK
Conveyin Enter Addition	g Party  Mark if additional names of conveying parties at lal Conveying Party	tached Execution Date Month Day Year
Name	HRX, Inc.	07242001
Formerly		]
Individ	ual General Partnership Limited Partnership X Corporation	Association
Other		
X Citizen	ship State of Incorporation/Organization California	
Receiving Enter Addition	Party  Mark if additional names of receiving parties attached	
Nam	e	
DBA/AKA/TA	4	
Composed of	of	
Address (line	1)	
Address (line	2)	
Address (line	3) City State/Country	Zip Code
Individual Corpor	dual General Partnership Limited Partnership assignment and domicile appointment representation (Designation	to be recorded is an and the receiving party is and the United States, an of a domestic re should be attached must be a separate or the Assignment.)
	nship/State of Incorporation/Organization	
Trademar	k Application Number(s) or Registration Number(s)  Mark if ad r the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for	ditional numbers attached the same property).
	rademark Application Number(s) Registration Num	nber(s)

TRADEMARK REEL: 002358 FRAME: 0945

## SCHEDULE B ASSIGNMENT OF TRADEMARKS by GEORGE CAROLL to THE LAMAUR CORPORATION

WHEREAS, George Caroll, a George Caroll, an individual currently residing in California, and HRX, Inc., a California corporation with its principal place of business in California (collectively, "Assignor"), have entered into a License Agreement with The Lamaur Corporation, a 5601 East River Road, Fridley, Minnesota 55432 ("Assignee"); and

WHEREAS, Assignor is the owner of the certain trademarks within the United States of America as set forth in Exhibit 1 ("Trademarks");

NOW, THEREFORE, for good and valuable consideration as set forth in the License Agreement, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademarks set forth in Exhibit 1, together with the goodwill of the business symbolized by the Trademarks, and the Trademark registrations or applications identified in Exhibit 1, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor. Assignor further agrees that upon request, it shall execute any and all documents necessary to vest all rights, title and interest in and to the Trademarks and the registrations or applications set forth in Exhibit 1.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date et forth helow

set forth below.	Court As	coll
Date:	By: Jange Co	
	Its:	
STATE OF) ss.		*
COUNTY OF		
The foregoing instrument was ack , and he acknowledged the	knowledged before me this e same to be his free act and dee	day of,, by d done with full authority and
on behalf of Assignor.		
	Notary Pub	olic
100007711	17	17/1

TRADEMARK REEL: 002358 FRAME: 0946

#### SCHEDULE B

#### ASSIGNMENT OF TRADEMARKS by GEORGE CAROLL to THE LAMAUR CORPORATION

WHEREAS, George Caroll, a George Caroll, an individual currently residing in California and HRX, Inc., a California corporation with its principal place of business in California (collectively, "Assignor"), have entered into a License Agreement with The Lamaur Corporation, a 5601 East River Road, Fridley, Minnesota 55432 ("Assignee"); and

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This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

Date: 7/24/0/	By. Juny Corole  Its:
STATE OF <u>California</u> ) ss. COUNTY OF <u>Vinhaa</u> )	
COUNTY OF Vinham )	

The foregoing instrument was acknowledged before me this 24th day of July 2001, by Gauge Comil and he acknowledged the same to be his free act and deed done with full authority and on behalf of Assignor.

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Acknowledgment of p17

Notary Public

ADRIA NOTARIO COM LOS My Comm

OFFICIAL SEAL
ADRIAN EDWARD NEWSOM
NOTARY PUBLIC - CAUFORNIA
COMMISSION # 1254009
LOS ANGELES COUNTY
My Commission Exp. Mer. 17, 2004

#### Exhibit 1

### Registered and Pending Applications:

Mark	Country	Reg. No./Serial No.	Reg. Date/ Filing Date
GEORGE CAROLL (design plus words)	U.S.A.	78047931 (Ser.)	February 12, 2001
GEORGE CAROLL STUDIO STYLE COLLECTION (typed drawing)	U.S.A.	2372497 (Reg.)	August 1, 2000

## Unregistered, Non-Pending:

Mark	Country	Date of First Use in Commerce in Country
GEORGE CAROLL STUDIO STYLE	U.S.A.	

In addition to the trademark scheduled above, this Assignment includes all other trademark rights of the Assignor, whether registered or unregistered, wherever they may exist.

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**RECORDED: 08/28/2001** 

TRADEMARK

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REEL: 002358 FRAME: 0949