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FORM PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101830093

Box Assignment, Washington, DC 20231

To the Honorable Commissioner of P

attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Makeover Networks Inc. 8.23-01

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies):  
 Name: Clairol, Incorporated  
 Internal Address: \_\_\_\_\_  
 Street Address: 1 Blachley Road  
 City Stamford State CT ZIP 06922

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:  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: March 20, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 75/816132;  
75/928248; 75/928247

B. Trademark registration No.(s) \_\_\_\_\_  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 PENNIE & EDMONDS I.L.P.  
 1155 Avenue of the Americas  
 New York, NY 10036  
 Attn.: Matthew S. Kelman, Esq.  
 File No.: 10685-068-999

6. Total number of applications and registrations involved: 3  
 7. Total fee (37 CFR 3.41):.....\$ 90.00  
 Please charge to the deposit account listed in Section 8.  
 8. Deposit account number:  
16-1150

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.*

Matthew S. Kelman                      [Signature]                      August 23, 2001  
 Name of Person Signing              Reg. No.                      Signature                      Date

Total number of pages comprising cover sheet: 3

**Exhibit A**

**TRADEMARK and copyright ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement is made and entered into on this 14 day of March, 2001 by and between Makeover Networks Inc., a California corporation ("Assignor"), and Clairol, Incorporated, a Delaware corporation ("Assignee") with reference to the following:

- A. Assignor has used and is the owner of the service marks and the applications relating thereto identified on Schedule A attached hereto (the "Marks").
- B. Assignor is the author of and/or owns by assignment the copyright in the work identified in Schedule B attached hereto (the "Work").
- C. Assignor is not aware of any threatened or existing cause of action relating to the Marks or the Work.
- D. Assignee is interested in acquiring all right, title and interest in and to the Marks and the Work.

Now therefore, FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00), TO IT IN HAND PAID BY ASSIGNEE, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONCLUSIVELY ACKNOWLEDGED, ASSIGNOR DOES HEREBY SELL, ASSIGN, TRANSFER AND SET OVER TO ASSIGNEE ALL ITS RIGHT, TITLE AND INTEREST IN, TO AND UNDER SAID MARKS AND WORK, TOGETHER WITH THE GOODWILL OF THE BUSINESS SYMBOLIZED BY THE MARKS, TOGETHER WITH ALL RIGHTS AND PRIVILEGES GRANTED AND SECURED THEREBY, INCLUDING THE RIGHT TO SUE AND RECOVER FOR ANY PAST INFRINGEMENT, SAID RIGHTS TO BE HELD AND ENJOYED BY ASSIGNEE, FOR ITS OWN USE AND BENEFIT AND FOR THE USE AND BENEFIT OF ITS SUCCESSORS, ASSIGNS OR OTHER LEGAL REPRESENTATIVES AS FULLY AND ENTIRELY AS THE SAME WOULD HAVE BEEN HELD AND ENJOYED BY ASSIGNOR IF THIS ASSIGNMENT AND SALE HAD NOT BEEN MADE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as set forth below.

ASSIGNOR:

MAKEOVER NETWORKS INC.

By: [Signature]

Title: Vice President, Product Marketing

ASSIGNEE:

CLAIROL, INCORPORATED

By: [Signature]

Title: Director, E Business 3/20/01

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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

Schedule A

<u>Mark</u>	<u>U.S. Serial No.</u>
MAKEOVER STUDIO	75/816132
MAKEOVER STUDIO & Design	75/928248
PICTURE YOURSELF A THOUSAND BEAUTIFUL WAYS	75/928247

Schedule B

All graphic artwork and text at "makeoverstudio.com," "makeoverstudios.com" and "makeoverstudios.net" web sites that were created by or assigned to Makeover Networks Inc.

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