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

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

<p>1. Name of conveying party(ies): Northern Labs, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State-Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Michael Fenig Internal Address: _____ Address: _____ Street Address: 173 South Formosa Ave. City: Los Angeles State: California Zip: 90036</p> <p><input checked="" type="checkbox"/> Individual(s) citizenship - U.S. citizen <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: August 1, 2001</p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1,787,671</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mark Kremer, Esq. Internal Address: Conkle & Olesten, PLC</p>	<p>6. Total number of applications and registrations involved: <input type="text" value="1"/></p> <p>7. Total fee (37 CFR 3.41).....\$ 40. <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>
<p>Street Address: 3130 Wilshire Blvd., Ste. 500 Santa Monica, CA 90403</p> <p>City: Santa Monica State: CA Zip: 90403</p>	<p>8. Deposit account number: 032665</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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.

Mark Kremer _____
Name of Person Signing Signature Date: 07/02/02

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

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

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TRADEMARK
REEL: 002418 FRAME: 0008

TRADEMARK ASSIGNMENT AND AGREEMENT

Background

1. Northern Labs, Inc., a Delaware corporation with a place of business at 4701 Custer Street, Manitowoc, Wisconsin ("Northern Labs"), is the owner of trademark registration no. 1,787,671 (the "Registration") for the mark FRENCH FORMULA (the "Mark"), used with hair and skin care products, namely, foam bath, bath beads, bath powder, bath crystals, body powder, body lotion, bath oil, body spray, body splash, facial wash, shower and bath gel, shower soap, and hair shampoo and conditioner.
2. Michael Fenig, a U.S. citizen residing at 173 South Formosa Avenue, Los Angeles, California ("Fenig"), wishes to acquire the rights of Northern Labs in the Mark and the Registration.
3. Northern Labs wishes to continue to export products for sale under the Mark.

Assignment

NOW, THEREFORE, for valuable and legally sufficient consideration, the receipt of which each party hereby acknowledges, the parties agree as follows:

1. Northern Labs hereby agrees to and does sell, assign and transfer to Fenig Northern Labs' entire right, title and interest in and to the Mark and the Registration, together with the goodwill of the business to which the Mark pertains, as well as all rights of enforcement and recovery for past infringement of the Mark.
2. Northern Labs shall have the right to continue to manufacture and package products bearing the Mark in the United States solely for export, and such manufacture and packaging shall not violate the rights of Fenig acquired pursuant to this assignment.

IN WITNESS WHEREOF, each party has executed this agreement as of August 1, 2001.

NORTHERN LABS, INC.

Michael Fenig

By: *JD Culea*
JD Culea, President

Notary Public

Kay A. Prochnow
Notary Public

My Commission Expires: _____

My Commission Expires: 3/27/05

