

01-11-2002



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1.4.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
07/31/01

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
07/31/01

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/10/2002 DBYRNE 00000234 76051080

01 FC:481 40.00 OP
02 FC:482 25.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Pablo Meles, Esq.

Oct. 16, 2001

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of July 31, 2001, between **STEINER MARKS LIMITED**, a Bahamas international business company ("Assignee") and **DK PARTNERS, INC.**, a California corporation (the "Assignor"). Capitalized terms used, but not defined, herein have the meaning set forth in the Stock Purchase Agreement (as defined below).

RECITALS

WHEREAS, Steiner U.S. Holdings ("Buyer"), Assignor and the shareholders of Assignor are parties to that certain Stock Purchase Agreement dated as of July 18, 2001 (the "Stock Purchase Agreement"); and

WHEREAS, the parties hereto desire to set forth in this Assignment the terms of the sale by Assignor and the purchase by Assignee, of the Proprietary Rights, and all of the domestic and international trademarks and service marks and all other rights with respect to the names "C.SPA" and "CBEAUTY" including, but not limited to certain trademark and service mark applications and any registrations for same as well as all logos, symbols, impressions, designs and other pictorial depictions of any nature used in the past or presently in connection with the operation of the Business by Assignor.

NOW, THEREFORE, in consideration of the closing of the transactions contemplated by the Stock Purchase Agreement and the foregoing premises and the mutual promises contained in this Assignment and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties to this Assignment, intending to be legally bound, hereby agree as follows:

1. **Effective Date.** The effective date of this Assignment shall be July 31, 2001.

2. **Assignment.**

(a) Assignor hereby absolutely sells, assigns, transfers and delivers unto Assignee, without reservation, and Assignee does hereby purchase and acquire from Assignor, all of its worldwide rights, title, interest in and claims to all of the following proprietary rights:

- (i) Any and all patents, applications for patents and patent rights, or copyrights and applications for copyrights (foreign or domestic) acquired, owned, held or used by Assignor in connection with the Business, in each case, whether registered, unregistered or under pending registration;
- (ii) Any and all trademarks, service marks, trade names, corporate names, business names, fictitious names, assumed names, trade styles, elements of package or trade dress, designs, logos, Internet domain

names and other business indicia or general intangible of like nature owned, held or used by Assignor which relate to, or are, or have been owned, held, or used in connection with "C.SPA" or "CBEAUTY" and which (A) are set forth on Exhibit A attached hereto, or (B) have been owned, held or used in connection with the name "C.SPA" and which have been adopted, acquired, owned, held or used by Assignor, regardless of whether the rights of Assignor to the foregoing arise under federal law, state law, common law, foreign law or otherwise (collectively, the "Proprietary Rights Marks"), together with the goodwill connected with and symbolized by such marks;

- (iii) Any and all agreements or rights relating to the technology, product formulations, know-how or processes utilized by Assignor and any licenses relating to any of the foregoing;
- (iv) Any and all Internet domain names owned or held by Assignor in connection with the Business;
- (v) Any and all information, text, designs and/or artwork featured on the Internet sites www.cbeauty.com, www.cbeautycheckout.com, and www.c-spa.com.; and
- (vi) Any and all rights to use any telephone number commonly referred to as a 1-800 telephone or toll-free number used in connection with the Business.

(b) Assignor does hereby absolutely sell, assign, transfer and deliver unto Assignee the Assigned Rights (as defined below), without reservation, and Assignee does hereby purchase and acquire from Assignor, all of its worldwide rights, title, interest in and claim to all future royalties or other fees paid or payments made or to be made to Assignor in respect of the rights being assigned hereunder by Assignor (the "Assigned Rights") and the proceeds of any and all of the above including, without limitation, all licenses for the use thereof and existing and future profits and damages for past and future infringements of the Assigned Rights.

(c) Assignor covenants that Assignor will do or cause to be done all such further acts, and shall execute or deliver, or cause to be executed or deliver, all transfers, assignments and conveyances, evidences of title, notices, powers of attorney, and assurances reasonably necessary or desirable to put Assignee, its successors and assigns, in actual possession and operating control of the Assigned Rights, or as Assignee shall reasonably require to better assure and confirm title of Assignee to the Assigned Rights.

Assignor hereby constitutes and appoints Assignee as its true and lawful attorney, with full power of substitution, in the name and stead of Assignor or otherwise, for the account and benefit of Assignee:

- (i) to demand and receive from time to time any and all of the Assigned Rights;
- (ii) to give receipts and releases for and in respect to the Assigned Rights or any part thereof; and
- (iii) to give any notices and to do all acts and things in relation to the Assigned Rights as Assignee shall deem desirable, including, but not limited to, executing any and all legal or administrative documents or proceedings to assert or enforce any claim, right or title in, or to any of the Assigned Rights.

3. **Notices.** Any notices, demands or other communication given in connection herewith shall be in writing and be deemed given (i) when personally delivered, (ii) sent by facsimile transmission to a number provided in writing by the addressee and a confirmation of the transmission is received by the sender or (iii) three (3) days after being deposited for delivery with a recognized overnight courier, such as FedEx, with directions to deliver within three (3) days, and addressed or sent, as the case may be, to the address or facsimile number set forth below or to such other address or facsimile number as such Party may designate in accordance herewith:

When Assignee is the intended recipient:

Leonard I. Fluxman
Steiner Marks Limited
c/o Steiner Management Services, LLC
Suite 200
770 South Dixie Highway
Coral Gables, FL 33146

When Assignor is the intended recipient:

DK Partners, Inc.
6640 Lusk Boulevard
Suite A105
San Diego, CA 92121

4. **Governing Law; Forum; Etc.** The validity, interpretation, performance and enforcement of this Assignment shall be governed by the laws of the State of Florida (without giving effect to the laws, rules or principles of the State of Florida regarding conflicts of laws). Each party to this Assignment agrees that any proceeding arising out of or relating to this Assignment or the breach or threatened breach of this Assignment may be commenced and prosecuted in a state or federal court, as the case may be, in the county of Miami-Dade, State of Florida. Each party to this Assignment consents and submits to the non-exclusive personal jurisdiction of any such court in respect of any such proceeding. Each party consents to service of process upon it with respect to any

such proceeding by registered mail, return receipt requested, and by any other means permitted by applicable laws and rules. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such proceeding in any such court and any claim that it may now or hereafter have that any such proceeding in any such court has been brought in an inconvenient forum. In the event of any litigation between or among any of the parties with respect to this Assignment, the prevailing party or parties, as the case may be, therein shall be entitled to receive from the non-prevailing party or parties, as the case may be, therein all of such prevailing party's or parties' expenses incurred in connection with such litigation.

5. **Binding Effect; Assignment; Third Party Beneficiaries.** This Assignment shall be binding upon the parties and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party shall assign any of its rights or delegate any of its duties under this Assignment (by operation of law or otherwise) without the prior written consent of the other parties; provided, however, that Assignee may assign its rights under this Assignment to any Affiliate, including assigning the Proprietary Rights to a corporation incorporated under the laws of the Bahamas. No person (including, without limitation, any employee of a party) shall be, or be deemed to be, a third party beneficiary of this Assignment unless this Assignment specifically so provides.

6. **Entire Assignment.** This Assignment together with the Exhibit(s) attached hereto constitutes the entire agreement among the parties with respect to the subject matter hereof and cancels and supersedes all of the previous or contemporaneous agreements, representations, warranties and understandings (whether oral or written) by, between or among the parties with respect to the subject matter hereof.

7. **Further Assurances.** At any time and from time to time after the date of this Assignment, each party shall, at its own cost and expense, execute, deliver and acknowledge such other documents and take such further actions as may be reasonably requested by the other party in order to fully perform such party's obligations as contemplated hereby.

8. **Amendments.** No addition to, and no cancellation, renewal, extension, modification or amendment of, this Assignment shall be binding upon a party unless such addition, cancellation, renewal, extension, modification or amendment is set forth in a written instrument that states that it adds to, amends, cancels, renews, extends or modifies this Assignment and is executed and delivered by each party.

9. **Waivers.** No waiver of any provision of this Assignment shall be binding upon a party unless such waiver is expressly set forth in a written instrument that is executed and delivered by such party. Such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise (from time to time and at any time) by a party of, nor the delay or failure (at any time or for any period of time) to exercise, any right, power or remedy shall constitute a waiver of the right to exercise, or impair, limit or restrict the exercise of, such right, power or remedy or any other right, power or remedy at any time and from time to time thereafter. No waiver

of any right, power or remedy of a party shall be deemed to be a waiver of any other right, power or remedy of such party or shall, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy.

10. Headings; Counterparts. The headings set forth in this Assignment have been inserted for convenience of reference only, shall not be considered a part of this Assignment and shall not limit, modify or affect in any way the meaning or interpretation of this Assignment. This Assignment, and any agreement delivered pursuant hereto, may be signed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11. Severability. If any provision of this Assignment shall be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason, (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in and the benefits to the parties provided by, this Assignment or (b) if such provision cannot be so reformed, such provision shall be severed from this Assignment and an equitable adjustment shall be made to this Assignment (including, without limitation, addition of necessary further provisions to this Assignment) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation or severance shall affect or impair the legality, validity or enforceability of any other provision of this Assignment.

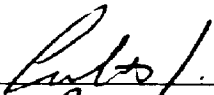
12. Rights and Remedies. All rights, powers and remedies afforded to a party under this Assignment, by law or otherwise, shall be cumulative (and not alternative) and shall not preclude the assertion, or the seeking by a party of any other rights or remedies.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

DK PARTNERS, INC.,
a California corporation

By: 
Name: Carl St. Philip
Title: CEO

ASSIGNEE:

STEINER MARKS LIMITED
a Bahamas international business company

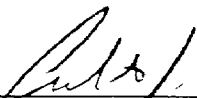
By: 
Name: Carl St. Philip
Title: CEO

EXHIBIT A

PROPRIETARY RIGHTS

I. Trademarks/Service Marks

Trademark Owner	Trademark	Serial No./ Registration No.	Application/ Registration Date	Country Where Filed/ Registered	Intl. Trademark Class and Goods or Services
DK Partners, Inc.	C.SPA	Serial No. 76/051,080	Application Date May 16, 2000	United States	Intl. Class 42: Health and beauty resort services; Intl. Class 3: Cosmetics and skin care products; and Intl. Class 35: Retail services featuring cosmetics
DK Partners, Inc.	CBEAUTY	Serial No. 76/050,585	Application Date May 16, 2000	United States	Class 35: Retail services featuring cosmetics
DK Partners, Inc..	C.SPA	Serial No.	Application Date Nov. 16, 2000	Canada	Intl. Class 42: Health and beauty resort services; Intl. Class 3: Cosmetics and skin care products; and Intl. Class 35: Retail services featuring cosmetics
DK Partners, Inc.	CBEAUTY	Serial No.	Application Date November 16, 2000	Canada	Intl. Class 42: Health and beauty resort services; Intl. Class 3: Cosmetics and skin care products; and Intl. Class 35: Retail services featuring cosmetics

II. Other Proprietary Rights

The domain name CBEAUTY.COM is owned by Ted Hilling. It is to be transferred to Assignee at Closing.

The domain name C-SPA.COM is owned by DK Partners, Inc.. It is to be transferred to Assignee at Closing.

The domain name CBEAUTYCHECKOUT.COM is owned by C.Spa Salon with Ted Hilling as the administrative contact. It is to be transferred to Assignee at Closing.