

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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): GENERAL ELECTRIC CAPITAL CORPORATION. Includes checkboxes for Individual(s), Association, General Partnership, Corporation-State, and Limited Partnership. Execution Date: 4/17/02.

2. Name and address of receiving party(ies): Name: ROUX LABORATORIES, INC. Address: 5344 Overmyer Drive, Jacksonville, FL. Includes checkboxes for citizenship and association.

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement, Change of Name, and Other (Release of Security Interest).

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1685002, 1778604, 1909682, 2007080, 2046845.

6. Total number of applications and registrations involved: 18. Includes checkboxes for Enclosed and Authorized to be charged to deposit account.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lanning G. Bryer. Address: Ladas and Parry, 26 West 61st Street, New York, NY 10023.

7. Total fee (37 CFR 3.41): \$ 485.00. 8. Deposit account number: 12-0425.

DO NOT USE THIS SPACE

9. Signature. Lanning G. Bryer. Includes fields for Name of Person Signing, Signature, and Date.

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

Release of Security Interest from **GENERAL ELECTRIC CAPITAL CORPORATION** to **ROUX LABORATORIES, INC.** against 18 Trademark Registrations in the United States of America


Continuation of Item No. 4B:

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UNITED STATES OF AMERICA)
)
 STATE OF FLORIDA) SS:
)
 COUNTY OF DUVAL)


C E R T I F I C A T I O N

I, *Carol Miranda*, an officer of ROUX LABORATORIES, INC., hereby certify that the attached photoprint copy of the Bankruptcy Order issued by the United States Bankruptcy Court for the District of Arizona dated April 17, 2002 is a true, accurate and complete copy of such Bankruptcy Order.


 Title: Senior Corporate Counsel
 2nd Secretary

Sworn to before me

this *8th* day of *July*, 2002.


 Notary Public



Laura K Greer
 My Commission DD114104
 Expires May 02, 2008

(Notarial Seal)

FILED

APR 17 2002

KEVIN E O'BRIEN
UNITED STATES
BANKRUPTCY COURT
DISTRICT OF ARIZONA

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re
STYLING TECHNOLOGY CORPORATION,
et al.,

Debtors.

In Proceedings Under
Chapter 11

Case Nos. 00-09473 through
00-09483-ECF-CGC

Jointly Administered

**ORDER (i) AUTHORIZING THE SALE
OF CERTAIN OF DEBTORS'
REMAINING ASSETS, FREE AND
CLEAR OF LIENS, CLAIMS AND
ENCUMBRANCES; (ii) APPROVING
ASSET PURCHASE AGREEMENT;
(iii) AUTHORIZING ASSUMPTION
AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS IN
CONNECTION WITH SUCH SALE
AND (iv) EXEMPTING SUCH SALE
FROM STAMP OR SIMILAR TAXES**

THIS FILING APPLIES TO:

- ALL DEBTORS OR
- SPECIFIED DEBTORS

THIS MATTER came before the Court for hearing on Wednesday, April 17, 2002, at 2:30 p.m. (Phoenix time), upon the Motion Seeking Entry of Order (i) Authorizing The Sale Of Certain Of Debtors' Remaining Assets, Free And Clear Of Liens, Claims And Encumbrances; (ii) Approving Asset Purchase Agreement; (iii) Authorizing Assumption And Assignment Of Certain Executory Contracts In Connection With Such Sale; and (iv) The Exemption Of The Sale From Stamp Or Similar Taxes (the "Motion"), filed on March 28, 2002, by Styling Technology Corporation ("STC"), debtor and debtor in possession, together with its debtor subsidiaries,

1 Styling Technology Nail Corporation, STYL Institute, Inc., U.K. ABBA Products Inc., Beauty
2 Products Inc., Cosmetics International Inc., European Touch, Ltd. II, Styling Technology (UK)
3 Limited, Styling Technology Export Corporation, Ft. Pitt Acquisition, Inc., and Ft. Pitt-Framesi,
4 Ltd. (collectively, the "Subsidiaries," and with STC, the "Debtors" or "Sellers").

5 As set forth in the Motion, Debtors have reached an agreement to sell substantially all of
6 their remaining assets, including substantially all the assets relating to their Framesi and ABBA
7 brands and product lines and all of the Debtors' other personal care brands and product lines,
8 including, but not limited to, such brands as Alpha 9, ET Nail (a/k/a Revivanail), ProFinish, and
9 Kizmit (but excluding Roffler) (as defined in the Purchase Agreement (defined below), the
10 "Purchased Assets"), to Roux Laboratories, Inc. ("Roux" or "Buyer") for a purchase price of
11 \$20.8 million in cash, subject to certain adjustments set forth in paragraph 6 of the Purchase
12 Agreement (the "Purchase Price") and subject to higher and better offers. The terms of this sale
13 are memorialized in the Asset Purchase Agreement, dated March 26, 2002, filed separately with
14 the Court on March 27, 2002 (the "Purchase Agreement"), which was extensively negotiated
15 between Debtors and Roux and which the Debtors believe is entirely reasonable and in the best
16 interests of their respective estates and creditors, as the highest and best current offer for the
17 Purchased Assets. A copy of the Purchase Agreement (without exhibits) was also attached as
18 Exhibit A to the Motion. Roux has placed into escrow a cash deposit of \$750,000 (the
19 "Deposit") pursuant to the terms of the Purchase Agreement. The proposed sale of the Purchased
20 Assets to Roux and the parties' entry into the Purchase Agreement were negotiated in accordance
21 with the Court's July 30, 2001 Order Establishing Bidding and Sale Procedures Governing
22 Potential Strategic Transactions (the "Sale Procedure Order") and the Order To (1) Approve Bid
23 Protections In Favor Of Roux Laboratories, Inc; (2) Establish Sale Hearing And Related Dates In
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Connection With Section 363(b) Sale Of Assets; And (3) Approve Form Of Notice And Bidding Procedures entered by the Court on March 27, 2002 (the "Bid Procedure Order").

By way of the Motion, the Debtors seek an order pursuant to Sections 105(a), 363(b), (f) and (m), and 1146 of the Bankruptcy Code, Rules 6004 and 9014 of the Federal Rules of Bankruptcy Procedure, the Sale Procedure Order, and the Bid Procedure Order, (a) authorizing the Debtors' sale of the Purchased Assets free and clear of liens, claims, and encumbrances to Roux pursuant to the terms of the Purchase Agreement (the "Roux Sale"); and (b) approving the assumption and assignment of certain executory contracts (the "Designated Contracts"), including the Cure Amounts (as defined below) related to such contracts, in connection with such sale. No objection to the Motion having been filed by General Electric Capital Corporation ("GECC"), in its capacity as agent (in such capacity, "Agent") for the lenders from time to time party to the prepetition senior secured revolving credit facility provided to the Debtors (the "Lenders"), or any Lender; the Official Committee of Unsecured Creditors (the "Committee") having consented to the Motion; and no objection to the Motion having been filed or asserted by the United States Trustee (the "Trustee"); and adequate notice of the Motion having been given and it appearing that no further notice need be given; and after considering the Motion, the record in these proceedings and arguments of counsel at the hearing to consider the Motion (the "Sale Hearing"); and being otherwise fully advised, the Court makes the following findings of fact and conclusions of law and, pursuant thereto, enters the following orders:

THE COURT FINDS THAT:

(A) The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Federal Rules of Bankruptcy Procedure (collectively, the

1 "Bankruptcy Rules" or individually, the "Bankruptcy Rule") Rule 7052, made applicable to this
2 proceeding pursuant to Bankruptcy Rule 9014.

3 (B) To the extent any of the following findings of fact constitute conclusions of law,
4 they are adopted as such.

5 (C) Capitalized terms used herein and not otherwise defined herein shall have the
6 meanings ascribed thereto in the Purchase Agreement.

7 (D) On August 31, 2000 (the "Petition Date"), the Debtors each filed a voluntary
8 petition in this Court for reorganization relief under Chapter 11 of the United States Bankruptcy
9 Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code"). They are now operating
10 their businesses and managing their properties as debtors in possession pursuant to
11 Sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the
12 appointment of a trustee or examiner, and no trustee or examiner has been appointed in the
13 Debtors' Chapter 11 cases.

14 (E) On September 12, 2000, the Trustee appointed the Committee.

15 (F) This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
16 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding
17 pursuant to 28 U.S.C. § 157(b)(2).

18 (G) The statutory predicates for the relief requested herein are Sections 363, 365, 105
19 and 1146 of the Bankruptcy Code.

20 (H) On January 17, 2002, the Debtors and Roux executed a letter of intent describing
21 the terms of the sale of the Purchased Assets to Roux, and on March 26, 2002, the Debtors and
22 Roux executed the Purchase Agreement providing for the sale of the Purchased Assets.
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1 (I) The Purchased Assets included in the Roux Sale consist of the remaining assets of
2 the Debtors which are those primarily relating to their Framesi and ABBA brands and product
3 lines and all of the Debtors' other personal care brands and product lines, including, but not
4 limited to, such brands as Alpha 9, ET Nail (a/k/a Revivanail), ProFinish, and Kizmit (but
5 excluding Roffler). The Purchase Price for the Purchased Assets is \$20.8 million in cash, subject
6 to certain adjustments set forth in the Purchase Agreement. The Purchase Price is subject to a
7 true-up under the terms set forth in paragraph 6 of the Purchase Agreement (the "Inventories
8 Adjustment True-Up").

9 (J) Both the Purchase Agreement and the Bid Procedure Order provide for a
10 termination fee to Roux of \$ 728,000 (the "Termination Fee").

11 (K) The Debtors have determined that the Roux offer to purchase the Purchased Assets
12 presents the "highest and best" opportunity to realize the highest value for the Purchased Assets.

13 (L) The Purchase Agreement and the transactions related thereto were negotiated and
14 have been and are undertaken by the Debtors and Roux at arm's length, without collusion and in
15 good faith within the meaning of Section 363(m) of the Bankruptcy Code. As a result of the
16 foregoing, the Debtors and Roux are entitled to the protections of Section 363(m) of the
17 Bankruptcy Code.
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19 (M) Sound business reasons exist for the Debtors' sale of the Purchased Assets
20 pursuant to the Purchase Agreement. Entry into the Purchase Agreement and consummation of
21 the transactions contemplated thereby constitute the exercise by the Debtors of sound business
22 judgment and such acts are in the best interests of the Debtors, their estates and creditors. The
23 Court finds that the Debtors have articulated good and sufficient business reasons justifying the
24 sale of the Purchased Assets pursuant to Sections 105 and 363 of the Bankruptcy Code. Such
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1 business reasons include, but are not limited to, the fact that (i) there is substantial risk of
2 deterioration of the value of the Purchased Assets if the sale is not consummated quickly; (ii) the
3 Purchase Agreement constitutes the highest and best offer for the Purchased Assets; (iii) the
4 Purchase Agreement and the closing thereon (the "Closing") will present the best opportunity to
5 realize the value of the Debtors on a going concern basis and avoid decline and devaluation of the
6 Debtors' businesses; and (iv) any plan of reorganization would have most likely yielded the same
7 economic result, i.e., the sale of a substantial portion of the Debtors' assets.

8 (N) The Debtors have full corporate power and authority to execute the Purchase
9 Agreement and all other documents contemplated thereby, and the sale of the Purchased Assets
10 has been duly and validly authorized by all necessary corporate power and authority necessary to
11 consummate the transactions contemplated by the Purchase Agreement. No consents or
12 approvals, other than those expressly provided for in the Purchase Agreement, are required for the
13 Debtors to consummate such transactions.
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15 (O) The consideration to be realized by the Debtors pursuant to the Purchase
16 Agreement is fair and constitutes reasonably equivalent value for the assets proposed to be sold
17 thereunder. The Purchase Price under the Purchase Agreement is fair and reasonable and is
18 sufficient value for the Purchased Assets.

19 (P) A sale of the Purchased Assets other than one free and clear of all liens, claims,
20 and encumbrances would impact materially and adversely on Debtors' estates, would yield
21 substantially less value for the Debtors' estates, with less certainty than the available alternatives
22 and thus the alternatives would be of substantially less benefit to the Debtors' estates. Therefore,
23 the sale contemplated by the Purchase Agreement is in the best interests of the Debtors and their
24 estates, creditors and other parties in interest.
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(Q) Pursuant to the Motion and the Purchase Agreement, the Debtors have sought the authority to assume and assign to Roux the executory contracts set forth on Exhibit A attached hereto (the "Designated Contracts"). The cure amounts identified on Exhibit A hereto are the true and correct cure amounts necessary to cure any existing defaults prior to the Closing (the "Cure Amounts"). The assumption and assignment of the Designated Contracts shall only be effective as to those parties to whom Debtors send an assignment notice (the "Assignment Notice") on or before the Closing Date, indicating that the Designated Contract has been assumed by Debtors and assigned to Roux upon Closing, (such Designated Contracts shall be referred to as the "Assumed Contracts"). Notice of the Motion was provided to all known creditors. The Debtors are able to pay the Cure Amounts arising from the Designated Contracts as set forth on Exhibit A, and the Buyer has furnished adequate assurance of future performance of the contracts.

(R) A copy of the Motion and the proposed form of Order substantially in the form of this Order was served on (a) all persons on the Master Service List; (b) all counterparties to the Designated Contracts identified on Exhibit A hereto; (d) all relevant taxing authorities; and (e) all creditors that the Debtors believe may have a security interest in the Purchased Assets.

CAC *... executed*
... and assignment agreed

THE COURT CONCLUDES THAT:

(A) To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

(B) The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and Local District Court Rule 9.01(B)(1). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicates for relief sought herein are Sections 105(a), 363 and

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1146(c) of the Bankruptcy Code. Venue of the Debtors' chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S. C. §§ 1408 and 1409.

(C) All requirements of Section 363(b) and (f) and Section 365(b) and (c) of the Bankruptcy Code and any other applicable law relating to the sale of the Purchased Assets and the assumption and assignment of the Designated Contracts contemplated by the Purchase Agreement have been satisfied. Those parties asserting liens or other interests in the Purchased Assets who did not object to the sale of the Purchased Assets, or who have withdrawn their objections, are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code.

(D) The transaction reflected in the Purchase Agreement represents the highest and best offer received by the Debtors for the Purchased Assets. The Debtors are authorized under Section 363 of the Bankruptcy Code to determine in their business judgment the highest and best offer, taking into account all relevant factors. This determination was made in good faith, in a fair manner, and without the presence of fraud.

(E) The transactions contemplated by the Purchase Agreement have been bargained for and are undertaken at arm's length, without collusion, and in good faith as that term is used in Section 363(m) of the Bankruptcy Code. Buyer is a bona fide purchaser for value. Buyer and the Debtors have not engaged in any conduct that would cause or permit the Purchase Agreement to be avoided pursuant to Section 363(n) of the Bankruptcy Code. In the absence of a stay pending appeal, if Buyer elects to consummate the Purchase Agreement at any time after entry of this Order, Buyer shall be entitled to the protections of Section 363(m) of the Bankruptcy Code if this Order or any authorization contained herein is reversed or modified on appeal.

(F) The transfer of the Purchased Assets and the assumption and assignment of the Designated Contracts by the Debtors to Buyer (a) are or will be a legal, valid and effective

1 transfer of the Purchased Assets, (b) vests or will vest Buyer with all right, title and interest
 2 (including common law right) of Debtors in and to the Purchased Assets, including but not
 3 limited to the Designated Contracts, free and clear of all liens, security interests, claims, charges,
 4 liabilities, encumbrances and adverse interests of any nature whatsoever, including claims of
 5 governmental authorities, pursuant to Sections 363(b) and (f) of the Bankruptcy Code, with all
 6 such liens, claims, charges, liabilities, encumbrances, adverse interests and security interests to
 7 attach to the Purchase Price; and (c) constitutes a transfer for reasonably equivalent value and fair
 8 consideration under the Bankruptcy Code and applicable state law fraudulent conveyance or
 9 fraudulent transfer laws.

10 (G) The Debtors have demonstrated that it is an exercise of their sound business
 11 judgment to assume and assign the Designated Contracts to the Buyer in connection with the
 12 consummation of the sale under the Purchase Agreement, and the assumption and assignment of
 13 the Designated Contracts is in the best interests of the Debtors, their estates, and their creditors.
 14 The Designated Contracts being assigned to, and the liabilities being assumed by, the Buyer are
 15 an integral part of the Business being purchased by the Buyer and, accordingly, such assumption
 16 and assignment is reasonable, and enhances the value of the Debtors' estates.

18 (H) Upon or before consummation of the sale pursuant to the Purchase Agreement and
 19 this Order (i) the Debtors will have cured, or have provided adequate assurance of cure, of any
 20 default existing prior to the date hereof under any of the Designated Contracts, within the
 21 meaning of 11 U.S.C. § 365(b)(1)(A); (ii) the Debtors will have provided compensation or
 22 adequate assurance of compensation to any party for any actual pecuniary loss to such party
 23 resulting from a default prior to the date hereof under any of the Designated Contracts, within the
 24 meaning of 11 U.S.C. § 365(b)(1)(B); and (iii) the Buyer will have provided adequate assurance
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1 of its future performance of and under the Designated Contracts, within the meaning of 11 U.S.C.
2 § 365(b)(1)(C).

3 (I) The parties (other than the Debtors) to the Amended and Restated Master
4 Agreement by and among Roberto Franchina, on behalf of himself and of Framesi-Italy and the
5 equity holders of Framesi-Italy, Frank B. Fuhrer Holdings, Inc., Frank Fuhrer International, Inc
6 and Framesi of USA, Inc., as has been amended by the amended agreement dated July 24, 1986,
7 amended second agreement dated March 21, 1990, assignment agreement dated June 8, 1990, and
8 the letter agreements dated January 3, 1996 and January 11, 1996 (executed in both English and
9 Italian) (the "Framesi License") have (a) unconditionally and irrevocably consented in writing in
10 a letter agreement dated April 15, 2002 to the assumption and assignment under Section 365 of
11 the Bankruptcy Code to Buyer of the manufacturing, distributorship, licensee and other rights of
12 Debtors under the Framesi License, as well as under the letter agreement dated January 2, 1996,
13 extending the term of the Framesi License until July 2036; this consent specifically acknowledged
14 that Buyer, as assignee, shall only have obligations under the executory portions of the Framesi
15 License and will not have any obligations or duties under Articles I and II of the Framesi License;
16 and (b) confirmed in writing the Buyer's exclusive rights to use the "Framesi" trademark
17 (including as a corporate name) in the United States of America for the extended term of the
18 Framesi License, from and after the date of assumption and assignment thereof.

19 (J) The Purchase Price is subject to the Inventories Adjustment True-Up. The
20 Inventories Adjustment True-Up is an actual and necessary expense of the Debtors pursuant to
21 Section 503(b) of the Bankruptcy Code.

22 (K) The transactions contemplated by the Purchase Agreement are determined to be
23 under or in contemplation of a plan of reorganization or liquidation to be confirmed under Section
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1129 of the Bankruptcy Code, and therefore, the transfer of the Purchased Assets to Buyer and the related transactions are exempt under Section 1146(c) of the Bankruptcy Code from any transfer, stamp, sales, use or similar tax or any so-called "bulk-sale" law in all necessary jurisdictions related to the sale and transfer of the Purchased Assets to Buyer.

(L) Adequate and appropriate notice of the Motion and the terms of the Purchase Agreement was given.

(M) All provisions of this Order are nonseverable and mutually dependent.

THEREFORE, IT IS HEREBY ORDERED AND DECREED THAT:

1. The relief requested in the Motion is granted in all respects.

2. To the extent that any objections have not been withdrawn or resolved by stipulation prior to the entry of this Order or are not resolved by the relief granted herein, all such objections are hereby overruled.

3. The terms and conditions of the Purchase Agreement are approved and the sale of the Purchased Assets is authorized under Sections 105, 363(b) and 365 of the Bankruptcy Code, and the Debtors and Buyer are authorized and directed to perform their respective obligations under the Purchase Agreement and related documents. The transactions contemplated by the Purchase Agreement were undertaken by the Debtors and Buyer at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code and the Buyer is entitled to the protections of Section 363(m) of the Bankruptcy Code.

4. The Purchase Price is subject to the Inventories Adjustment True-Up as set forth in the Purchase Agreement. The Inventories Adjustment True-Up is an actual and necessary expense of the Debtors pursuant to Section 503(b) of the Bankruptcy Code.

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5. Pursuant to Sections 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtors are hereby authorized (but not required) to assume and assign each of the Designated Contracts listed on Exhibit A attached hereto to Buyer at the Closing ^{under the terms of a} subject to the payment of ~~the Cure Amounts~~ ^{properly incurred, arising out of or from, or in connection with} by the Debtors. Buyer is authorized to receive the assignment of the Designated Contracts listed on Exhibit A attached hereto at the Closing in accordance with Sections 363 and 365 of the Bankruptcy Code as of the Closing. The Cure Amounts shall be paid by the Debtors pursuant to the terms of the Purchase Agreement on or before the Closing.

CAC 6. The Designated Contracts ^{and assumed liabilities, the franchise license} and Assumed Liabilities shall be transferred to, and shall remain in full force and effect and deemed valid and binding for the benefit of the Buyer in accordance with their respective terms, notwithstanding any provision in such Designated Contract or Assumed Liability (including those of the type described in 11 U.S.C. § 365(b)(2) and (f)) that prohibits, restricts, or conditions such assignment or transfer.

7. The Cure Amounts set forth on Exhibit A attached hereto shall be final and binding. Any party that failed to assert a cure claim in accordance with the procedure for filing such claims in the Motion has waived any right to seek any cure amount other than the Cure Amount set forth in Exhibit A and is hereby deemed to have consented to such Cure Amount. Buyer shall assume all obligations of the Debtors arising from and after the Closing under the Designated Contracts and shall not assume any obligation under the Designated Contracts accruing thereunder prior to the Closing. Debtors are ordered to pay any Cure Amounts payable to the other parties to the assigned Designated Contracts consistent with the terms of the Purchase Agreement, and all parties to the Designated Contracts shall have no claim against Buyer for such Cure Amounts. Upon assumption and assignment of any of the Designated Contracts, the Debtors and their estates shall be relieved of any liability for breach of such contract whether

1 occurring before or after such assumption and assignment in accordance with Section 365(k) of
 2 the Bankruptcy Code, subject to the Debtors' obligation to pay Cure Amounts provided for herein
 3 and to comply with the terms of Section 4(c) of the Purchase Agreement.

4 8. The Court's findings as to the Cure Amounts set forth on Exhibit A shall not be
 5 subject to further dispute or audit based on performance prior to the time of assumption and
 6 assignment, irrespective of whether such assumed executory contract contains an audit clause.
 7 Non-debtor parties to such Designated Contracts are enjoined from raising after the date of
 8 assumption and assignment the existence of any uncured defaults under such contracts that arose
 9 or accrued prior to the date of the assumption and assignment thereof.

10 9. The Debtors may assign and transfer to Buyer each of their right, title and interest
 11 (including common law rights) to all of their intangible property included in the Designated
 12 Contracts. There shall be no rent accelerations, assignment fees, increases or any other fees
 13 charged to Buyer as a result of the assignment of the Designated Contracts, and the validity of the
 14 assumption, assignment and sale to Buyer shall not be affected by any dispute between Debtors
 15 and any party to a Designated Contract regarding the payment of any Cure Amount.

16 10. All parties to the Designated Contracts are forever barred and enjoined from
 17 raising or asserting against Buyer or Buyer's affiliates any assignment fee, default or breach
 18 under, or any claim or pecuniary loss, or condition to assignment, arising under or related to the
 19 Designated Contracts existing as of the Closing or arising by reason of the Closing. Without
 20 prejudice to Section 10(a) of the Purchase Agreement, any party that may have had the right to
 21 consent to the assignment of its Contract is deemed to have consented to such assignment as
 22 required by Section 365(c) of the Bankruptcy Code if it failed to object to the assumption and
 23 assignment.
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11. Buyer is hereby granted and is entitled to the protections provided to a good faith purchaser under Section 363(m) of the Bankruptcy Code, including with respect to any transfer of any executory contracts that subsequently may be assumed, sold and assigned as part of the sale of the Purchased Assets pursuant to Sections 363 and 365 of the Bankruptcy Code and a separate order or orders of the Court, and the Buyer is deemed a bona fide purchaser for value with respect to the Purchased Assets acquired by it.

12. The transactions contemplated by the Purchase Agreement constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code, the Laws of the State of Arizona and all other applicable state Laws, including those relating to fraudulent conveyance and fraudulent transfers.

13. At the Closing, the sale and assignment of the Purchased Assets to Buyer is or will constitute legal, valid and effective transfers of the Purchased Assets and all rights, title, and interest of Sellers in and to the Purchased Assets shall be immediately vested in Buyer free and clear of all liens, claims, charges, liabilities, encumbrances, adverse interests and security interests of any nature whatsoever, including, in particular, Excluded Liabilities provided for in the Purchase Agreement, including without limitation, claims of governmental authorities, tax claims, product liability claims, and claims held by any of Debtors' creditors, vendors, suppliers, employees or lessors, and any other Person that is the holder of any such lien, claim, charge, liability, encumbrance, adverse interest or security interest, pursuant to Sections 363(b) and (1) of the Bankruptcy Code, with all such liens, claims, charges, liabilities, encumbrances, adverse interests and security interests to attach to the Purchase Price. Appropriate notice has been provided to all parties who hold liens, claims, encumbrances and interests in the Purchased Assets. The Debtors may sell the Purchased Assets free and clear of any interest in the Purchased

Assets of an entity other than the estates under Section 363(b) and (f) of the Bankruptcy Code on
 1 the grounds, inter alia, that such entity could be compelled, in a legal or equitable proceeding, to
 2 accept a money satisfaction of such interest. The Roux Sale could not be consummated, or could
 3 be consummated only on terms substantially less favorable to the Debtors' estates than those
 4 stated in the Purchase Agreement, absent such a release.
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14. In compliance with Section 363(f) of the Bankruptcy Code, the Purchased Assets
 6 subject to valid and enforceable liens, claims, interests and encumbrances will be sold free and
 7 clear of all liens, claims, interests and encumbrances and the liens, claims, interests and
 8 encumbrances will attach to the net proceeds of the sale with the same validity, priority, force and
 9 effect as such liens, claims, interests and encumbrances had upon the Purchased Assets
 10 immediately prior to the Closing, subject to any claims and defenses of the Debtors, the Lenders,
 11 or the Agent.
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15. Buyer shall not be liable in any way (as successor entity or otherwise) for any
 13 present or future Claims (as defined in Section 101(5) of the Bankruptcy Code) that any third
 14 party may have against Debtors, including, without limitation, Excluded Liabilities, product
 15 liability, and any environmental liability Claims. Buyer shall not assume liabilities of any Debtor
 16 other than the Assumed Liabilities. Third parties are permanently enjoined and restrained from
 17 asserting and prosecuting such present or future Claims, or any Claims which such third party has
 18 solely against any Debtor or any Debtor's affiliates, against Buyer or its affiliates and the
 19 ownership, conduct and operations of the Business (as provided for in the Purchase Agreement),
 20 other than Claims on account of the Assumed Liabilities. Absent such exculpation provisions in
 21 favor of Buyer, the Roux Sale could not be consummated, or could be consummated only on
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1 terms substantially less favorable to the Debtors' estates than those stated in the Purchase
2 Agreement.

3 16. The net proceeds of the Purchase Price of the sale of the Purchased Assets (after
4 payment of commissions to Chanin Capital Partners, and other actual and direct expenses of
5 sale as may be approved by Agent) shall be paid immediately to Agent, for the benefit of
6 Agent and Lenders, to be applied to reduce the claims of Agent and Lenders against the
7 Debtors' estates.

8 17. The Debtors and each other person having duties or responsibilities to Buyer under
9 the Purchase Agreement, and any additional agreements, documents or instruments reasonably
10 necessary to consummate the transactions set forth in the Purchase Agreement (collectively, the
11 "Related Documents"), or this Order and their respective directors, officers, general partners,
12 members, agents, representatives, and attorneys, are authorized, empowered and directed to
13 (a) execute and deliver the Purchase Agreement and to consummate the sale of the Purchased
14 Assets to Buyer pursuant to the terms of the Purchase Agreement and the Related Documents,
15 and the form and content of the Purchase Agreement and the exhibits attached thereto are
16 approved; (b) negotiate, execute, issue, file, record, receive, exchange and deliver such other and
17 further documents as may be necessary or appropriate to evidence, implement, effectuate and
18 consummate the Purchase Agreement, any Related Documents, and the transactions contemplated
19 thereby; and (c) perform their respective obligations under the Purchase Agreement and other
20 Related Documents, take any and all actions contemplated by the Purchase Agreement, the
21 Related Documents, or this Order, and to take all further actions as may reasonably be requested
22 by Buyer for the purpose of assembling, transferring, granting or conveying to Buyer, or reducing
23 to Buyer's possession, any and all of the Purchased Assets, or as may be necessary to insure the
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1 performance of the Debtors' obligations contemplated by the Purchase Agreement, including
 2 without limitation, satisfaction of all of the payment obligations required to be made by the
 3 Debtors. Without limiting the generality of the foregoing, this Order shall constitute all approvals
 4 and consents, if any, required by the applicable state corporation laws, and all other applicable
 5 business corporation, trust, and other laws of the applicable governmental units with respect to
 6 the implementation and consummation of the Purchase Agreement and this Order and the
 7 transactions contemplated thereby and hereby.

8 18. This Order (a) shall be effective as a determination that, on the Closing, all liens,
 9 claims, encumbrances or interests of any kind or nature whatsoever existing in, to or against the
 10 Purchased Assets prior to the Closing (as defined in the Purchase Agreement) have been
 11 unconditionally released, discharged and terminated, and that the conveyances described herein
 12 have been effected, and (b) shall be binding upon and shall govern the acts of all entities
 13 including without limitation, all filing agents, filing officers, title agents, title companies,
 14 recorders of deeds, registrars of deeds, administrative agencies, governmental departments,
 15 secretaries of state, federal, state, and local officials, and all other persons and entities who may
 16 be required by operation of law, the duties of their office, or contract to accept, file, register or
 17 otherwise record or release any documents or instruments, or who may be required to report or
 18 insure any title or state of title in or to any of the Purchased Assets. Each and every federal, state
 19 and local governmental agency or department is hereby directed to accept any and all documents
 20 and instruments necessary and appropriate to consummate the transactions contemplated by the
 21 Purchase Agreement. Buyer is hereby authorized to file, register, or otherwise record a certified
 22 copy of this Order in any applicable filing office, which, once filed, registered or otherwise
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1 recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances
2 and interests in the Purchased Assets of any kind or nature whatsoever.

3 19. All entities in possession of some or all of the Purchased Assets at the Closing are
4 directed to surrender possession of the Purchased Assets to Buyer at the Closing.

5 20. The transfer of the Purchased Assets to Buyer is deemed to be part of a plan
6 pursuant to Section 1146(c) of the Bankruptcy Code and does not and will not subject the Debtors
7 or Buyer, its affiliates or its designees to any liability for a stamp tax or similar tax, including,
8 without limitation, any transfer tax, or pursuant to any so-called bulk transfer law, to the fullest
9 extent permitted by Section 1146(c) of the Bankruptcy Code. All filing officers shall be, and they
10 hereby are, directed to accept for recording or filing, and to record or file those documents by
11 which the Purchased Assets will be assigned and conveyed that are intended to be recorded or
12 filed and that are presented to them for recording or filing, immediately upon presentation
13 thereof, without payment of such taxes, and all recording officers are hereby directed to comply
14 with the provisions of this Order.

15 21. All persons are enjoined from in any way pursuing Buyer, its affiliates or its
16 designees to recover any present or future claims which such person has against the Debtors,
17 except with respect to (1) Assumed Liabilities and (2) any claim which is independently
18 assertable against Buyer or its affiliates.

19 22. After the Closing, the Debtors shall have no liability for the Assumed Liabilities
20 and all persons are enjoined from in any way pursuing Debtors to recover any claim which such
21 person had against the Debtors in respect of the Assumed Liabilities.

22 23. The Purchase Agreement and all other documents, agreements, and instruments
23 necessary to effectuate and consummate the transactions contemplated by the Purchase
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1 Agreement, together with the terms and provisions of this Order, shall be binding upon and shall
2 inure to the benefit of the Debtors, Buyer, and their respective successors and assigns,
3 notwithstanding any subsequent appointment of a trustee for one or more of the Debtors, under
4 any chapter of the Bankruptcy Code, as to which trustee such documents, agreements, and
5 instruments (and the terms and provisions thereof) shall be binding in all respects.

6 24. The Purchase Agreement and the Related Documents may be modified, amended,
7 or supplemented by agreement of the Debtors and Buyer (the Debtors providing notice of such
8 modifications, amendments and corrections to the Committee, the Lenders and the Agent)
9 without further action of the Court, provided that any such modification, amendment, or
10 supplement will not have any adverse effect upon the Debtors' bankruptcy estates, and provided
11 that the Agent has consented to such changes in writing. The execution of the Purchase
12 Agreement and the Related Documents, or the taking of any action contemplated thereunder, by
13 any Person acting on behalf of any Debtor or the Buyer, shall be, and hereby is, deemed
14 conclusive evidence of the authority of such Person to so act.

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16 25. The Court retains exclusive jurisdiction to interpret, construe and enforce the
17 provisions of the Purchase Agreement and this Order in all respects, including, without limitation,
18 retaining exclusive jurisdiction to (a) protect Buyer against any liability other than the Assumed
19 Liabilities or otherwise in accordance with the Purchase Agreement or (b) determine or resolve
20 any and all objections to or disputes among the parties to the Purchase Agreement regarding all
21 issues or disputes with respect to the Purchase Agreement, provided, however, that in the event
22 the Court abstains from exercising, or declines to exercise, jurisdiction with respect to any matter
23 referred to in this paragraph or is without jurisdiction, such abstention, refusal, or lack of
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1 jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of
2 jurisdiction of any other court having competent jurisdiction with respect to any such matter.

3 26. The failure specifically to include any particular provisions of the Purchase
4 Agreement or Related Documents in this Order shall not diminish or impair the effectiveness of
5 such provisions, it being the intent of the Court that the Purchase Agreement be authorized and
6 approved in its entirety.

7 27. Any stay of orders authorizing the use, sale or lease of property or assignment of
8 executory Designated Contracts as provided for in Fed. R. Bankr. Proc. 6004(g) or 6006(d),
9 respectively, shall not apply to this Order and this Order is immediately effective and enforceable.

10 28. Nothing contained in any chapter 11 plan confirmed in these cases or the order
11 confirming such plan or any other order of the Court shall conflict with or deviate from the
12 provisions of the Purchase Agreement, the Related Documents, or the terms of this Order.

13 29. This Order shall inure to the benefit of Buyer, the Debtors and their respective
14 successors and assigns, including but not limited to any chapter 11 or chapter 7 trustee or other
15 fiduciary that may be appointed in connection with these cases or any other or further cases
16 involving the Debtors, whether under chapter 7 or chapter 11 of the Bankruptcy Code.

17 30. The Buyer is not a successor in interest to the Debtors and shall not have any
18 successor or transferee liability and shall not be liable in any way for any liabilities or product
19 liabilities, present or future, of the Debtors (whether under federal or state law or otherwise) as a
20 result of the sale of the Purchased Assets or the assignment of the Designated Contracts, in each
21 such case, other than with respect to the Assumed Liabilities. The Buyer shall not be deemed a
22 joint employer, co-employer or successor employer with the Debtors and shall have no obligation
23 to pay wages, severance pay, WARN Act claims, benefits or any other payment to employees of
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1 the Debtors except as expressly set forth in the Purchase Agreement. By entering into the
2 Purchase Agreement, the Buyer has not assumed or otherwise become obligated for any of the
3 Debtors' liabilities other than as set forth in the Purchase Agreement. The Buyer shall not assume
4 liabilities other than the Assumed Liabilities as set forth in the Purchase Agreement. The Buyer
5 has not purchased any of the Excluded Assets, and shall not have successor or transferee liability
6 or otherwise be liable in any way for the Excluded Liabilities (whether by contract, state law or
7 otherwise), including any product liabilities. All persons are enjoined from taking any action
8 against Buyer or its affiliates to recover any present or future claim which such person has solely
9 against Debtors or any of its affiliates.

10 31. Any Termination Fees, Inventories Adjustment True-Up or any other obligation of
11 Debtors owing to Buyer under the Purchase Agreement shall constitute administrative expenses
12 under Section 503(b) and 507(a)(1) of the Bankruptcy Code, and shall be payable if and when
13 they arise under the Purchase Agreement, in the manner and the time set forth in the Purchase
14 Agreement, without any further order of the Bankruptcy Court.

15 32. The provisions of this Order are nonseverable and mutually dependent.
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33. LaSalle Bank N.A. ("LaSalle"), in its capacity as a lockbox and depository bank of Debtors, (a) shall have no obligation to monitor, enforce or comply with the provisions of the Purchase Agreement, (b) shall be entitled and obligated to accept instructions only from the Debtors (or as otherwise directed by the Court) with respect to the lockboxes and deposit accounts maintained by Debtors at LaSalle, and (c) shall have no duty, obligation or responsibility to Buyer or Debtors under or in connection with the Purchase Agreement, and no duty, obligation or responsibility to Buyer in connection with any lockbox or deposit account maintained by Debtors at LaSalle.

SO ORDERED, this 17 day of April, 2002.

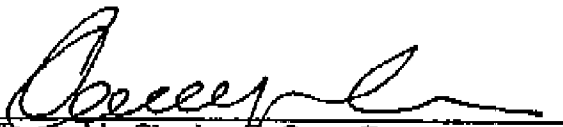

HONORABLE CHARLES F. CASE, II
United States Bankruptcy Judge

EXHIBIT "A"

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE. OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACTS.	CURE AMOUNT
Aerial Company 2300 Aerial Drive Marinette, WI 54143	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
American Beaury Mr. Gerard Bertrand 26 Cours Landrison 13110 Port De Bouc France	ABBA Distribution Contract through 07/06/03.	\$0.00
Angell Industries 400 Chess St Coraopolis, PA 15108	Framesi (Lessee) Facility Rent Month to Month	\$0.00
AT&T PO Box 78522 Phoenix, AZ 85062-8522	Telephone Line in Coraopolis, PA None Account #171 000-3877 669	\$0.00
Becky Lynn Massey c/o Arthur Freilich, Esq. Freilich, Hombaker & Rosen 10960 Wilshire Blvd., Suite 840 Los Angeles, CA 90024-3702	Royalty Agreement	\$0.00
CB Sullivan of Texas 3311 Boyington Street, #300 Dallas, TX 75006	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Cosmovation 4331 Lawehana Street Honolulu, HI 96818	ABBA Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Depasquale Salon Systems 21-21 Broadway Fair Lawn, NJ 07410	ABBA Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Depasquale Salon Systems 21-21 Broadway Fair Lawn, NJ 07410	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
DICO Commercial Agencies-Imports 64 Kifissou Street, Nea Kifissia 143 64 Athens, Greece	ABBA Distribution Contract through 6/08/03.	\$0.00
Drew Switzer 732 NW 53 rd Street Oklahoma City, OK 73118	Independent Contractor Agreement	\$0.00

First Lady Coiffures, Ltd. Ms. Jackie Martin 14 Mendota Rd. Toronto, Ontario MBY 1E8	Biogenol	\$0.00
Framesi S.p.A. (Italy) Strada Statale Dei Giovi 135 20037 Paderno Dugnano (Milano)	Royalty Agreement	\$0.00
Framesi S.p.A. (Italy) Strada Statale Dei Giovi 135 20037 Paderno Dugnano (Milano)	Master Agreement	\$0.00
Gary Walsh 2 Cornwell Close Warfield Green Warfield, Berkshire, UK RG42 3UH	Agreement of Understanding for Exclusive Sales Agent in United Kingdom and European Continent through 05/01/03.	\$0.00
Genesis Group, Inc. 1165 Cranbury South River Road Dayton, New Jersey 08810	Warehouse agreement	\$0.00
Infinity (Cosmovision) 4331 Lawehana Street Honolulu, HI 96818	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Innovations/Utopia Health & Beauty 21551 Prairie Street Chatsworth, CA 91311	ABBA Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Innovations/Utopia Health & Beauty 21551 Prairie Street Chatsworth, CA 91311	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
International Beauty Supply 30469 Beck Rd. Wixom, MI 48393	ABBA Exclusive Distribution Agreement	\$0.00
Lecon Cosmetic Co., Ltd./Hocon - Taiwan Mr. Ping Fu Cheng 2509 Thousand Oaks Blvd., #248 Thousand Oaks, CA 91362	ABBA Distribution Contract through 10/31/03	\$0.00
Lee Rona Beauty Supply 8245 Ronson Road San Diego, CA 92111	ABBA Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Lee Rona Beauty Supply 8245 Ronson Road San Diego, CA 92111	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Maly's AZ 4665 S. Ash, G-13 Tempe, AZ 85282	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Maly's CA 28145 W. Harrison Parkway Valencia, CA 91355	See Arizona Contracts above	\$0.00
Maly's NW 1006 SE Grand Portland, OR 97214	ABBA Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00

Maly's NW 1006 SE Grand Portland, OR 97214	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Maly's Utah 1. S. Stare Salt Lake City, UT 84107	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Masello Salon Services 996 Chalkstone Avenue Providence, RI 02908	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Masello Salon Services 996 Chalkstone Avenue Providence, RI 02908	ABBA Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Oniks Beta Ms. Elena Tarlavskaya 88/2, Kr. Baron St., Riga, LV-1001, Latvia	ET Nail Exclusive Sales Distributor with indefinite term.	\$0.00
Professional Products Ed. 2030 CARL Walla Walla, WA 99362-3617	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Professional Products Ed. 2030 CARL Walla Walla, WA 99362-3617	ABBA Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Professional Salon Systems 310 50 th Street E. Saskatoon, Canada S7K 6X2	ABBA	\$0.00
Red's Beauty Supply 4340 N. Sullinger Tucson, AZ 85705	ABBA Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Salon Essentials 1037 Forest Avenue Portland, ME 04103	ABBA Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Salon Essentials 1037 Forest Avenue Portland, ME 04103	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Salon Ware 1298 Centerview Circle Copley, OH 44321	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00
Salonex/Nekderx SDN BHD Mr. Mervin Foo 12A-1 Jalan PJU 8/3A Bandar Damansara Perdana 47820 Petaling Jaya Selangor, Malaysia	ABBA Distribution Agreement through 8/31/03.	\$0.00
Schoeneman Beauty Supply Route 61 North, PO Box 600 Pottsville, PA 17901	Framesi Three Year Exclusive Distribution Agreement through 12/31/02.	\$0.00

Ultrasat 8711 E. Pinnacle Peak Road, D-100 Scottsdale, AZ 85255	Pro-Finish Royalty Agreement	\$0.00
US West Capital Services PO Box 3083 Cedar Rapids, IA 52406-3083	Corporate (Lessee) Telephone Switch Equipment Account #6781079-001	\$0.00
VIP Beauty Supplies 25 Raddall Avenue, Unit 4 Dartmouth, Nova Scotia CAN B3B 1L4	ABBA One Year Exclusive Distribution Agreement through 12/31/00.	\$0.00
Xerox Customer Care Center 800 Carillon Pkwy. St. Petersburg, FL 33716	Framesi (Lessee) Copier	\$0.00

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UNITED STATES OF AMERICASCHEDULE

RECOUP	No. 1685002 Dated: May 5, 1992
ABBA PURE & NATURAL HAIR CARE (and Design)	No. 1778604 Dated: June 29, 1993
GELSENTIAL	No. 1909682 Dated: August 8, 1995
TRUE SHAPES	No. 2007080 Dated: October 8, 1996
SETS	No. 2046845 Dated: March 18, 1997
TRUMINT	No. 2090098 Dated: August 19, 1997
CRÈME-MOIST	No. 2123972 Dated: December 23, 1997
BOTZ	No. 2164439 Dated: June 9, 1998
ZEROSCENT	No. 2171888 Dated: July 7, 1998
BOTANICAL HIGH	No. 2174024 Dated: July 14, 1998
EXACTING	No. 2181984 Dated: August 18, 1998
MOLASSES PURIFIER	No. 2213776 Dated: December 29, 1998
STOPP-FRIZZ	No. 2236294 Dated: March 30, 1999
FRIZZ AWAY	No. 2304710 Dated: December 28, 1999
ABBA PURE & NATURAL HAIR CARE (Stylized)	No. 2309415 Dated: January 18, 2000
ABBA PURE & NATURAL HAIR CARE	No. 2319398 Dated: February 15, 2000
BOTANICAL FINISH	No. 2344293 Dated: April 25, 2000
ABBA	No. 2416439 Dated: December 26, 2000

TRADEMARK

RECORDED: 07/10/2002

REEL: 002503 FRAME: 0684