

05-31-2002

R SHEET

Docket No.:

ONLY

56691.00001



Tab settings

102107596

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

1. Name of conveying party(ies):

Atelier Esthetique, Inc.

MAY 24 2002

5-24-02

- Individual(s)
- General Partnership
- Corporation-State New York
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 17, 2002

2. Name and address of receiving party(ies):

Name: Annette Hanson, Inc.

Internal Address:

Street Address: 386 Park Avenue South, Suite 1409

City: New York State: NY ZIP: 10016

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/307,756 76/359,559 76/359,579
76/359,383 76/359,560
76/359,558 76/359,578

Additional numbers

B. Trademark Registration No.(s)

2,563,708

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Karl M. Zielaznicki, Esq.

Internal Address: Jenkins & Gilchrist Parker Chapin LLP

Street Address: The Chrysler Building

405 Lexington Avenue

City: New York State: NY ZIP: 10174

6. Total number of applications and registrations involved:.....

8

7. Total fee (37 CFR 3.41):.....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-672

05/30/2002 LMUELLER 00000016 76307756

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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.

Karl M. Zielaznicki

Name of Person Signing

Signature

May 24, 2002

Date

Total number of pages including cover sheet, attachments, and TRADEMARK

4

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated May __, 2002, by and between, Atelier Esthetique, Inc., a New York corporation, located at 386 Park Avenue South, Suite 1409, New York, NY 10016 (the "Assignor") and Annette Hanson, Inc., a New York corporation, located at 386 Park Avenue South, Suite 1409, New York, NY 10016 (the "Assignor").

WHEREAS, the Assignor has adopted, used and is using certain trademarks, and is the owner of the related applications and registrations therefor in the United States as set forth on Schedule A hereto, (collectively, the "Marks"); and

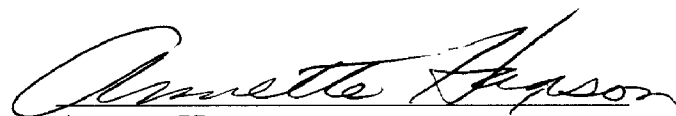
WHEREAS, the Assignee is desirous of acquiring all of the Assignor's right, title and interest in and to all of the Marks and the Assignor has agreed to transfer the same.

NOW, THEREFORE, for consideration in the amount of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms, assigns, transfers and sets over to the Assignee and its successors and assigns, all of the Assignor's entire right, title and interest in and to the Marks, together with the goodwill associated with the Marks and which is symbolized by the Marks, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, along with the right to sue and recover damages and profits for past infringements thereof.

The Assignor hereby represents and warrants that (a) it owns the entire right, title and interest in and to, the Marks, free and clear of any liens, security interests or other encumbrances; (b) no claims of any kind including, without limitation, any infringement claims by third parties relating to the Marks have been asserted against the Assignor; (c) there are no known claims by any third parties to the Marks; (d) all related fees, including, without limitation, all maintenance and renewal fees, required to maintain any registrations or pending applications for the Marks have been paid to date; and (e) upon the written request of the Assignee, Assignor will execute, acknowledge and deliver such documents and other instruments that the Assignee may consider necessary or required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery of the Marks to the Assignee.

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the date written above.

ATELIER ESTHETIQUE, INC.

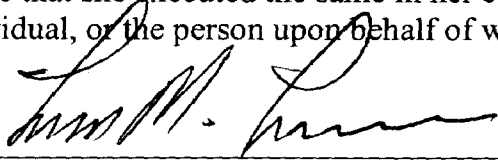


Annette Hanson

President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 10th day of May in the year 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Annette Hanson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LAWRENCE M. LEVINSON
Notary Public, State of New York
No. 31-4673919
Qualified in New York County
Commission Expires Aug. 31, 2002

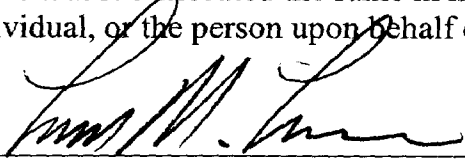
ANNETTE HANSON, INC.



Annette Hanson
President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 17th day of May in the year 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Annette Hanson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LAWRENCE M. LEVINSON
Notary Public, State of New York
No. 31-4673919
Qualified in New York County
Commission Expires Aug. 31, 2002

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>
SIMPLE SOLUTIONS	2,563,708	April 23, 2002

<u>Mark</u>	<u>Appln. No.</u>	<u>Filing Date</u>
AQUASANTE & design	76/307,756	August 30, 2001
ATELIER ESTHETIQUE	76/359,383	January 16, 2002
PURE COPPER	76/359,558	January 16, 2002
BLEMISH BEGONE	76/359,559	January 16, 2002
ATELIER ESTHETIQUE & design	76/359,560	January 16, 2002
ULTRA COPPER	76/359,578	January 16, 2002
MISC. Design	76/359,579	January 16, 2002