

05-31-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102107598

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

1. Name of conveying party(ies):
Cosmyl, Inc.
5-24-02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Florida
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Prima Technologies, Inc.
Internal
Address: Suite 42
Street Address: 110 Lake Avenue South
City: Nesconset State: NY Zip: 11767
 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
(Designations 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: May 13, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/436,691
B. Trademark Registration No.(s) 1,412,068
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Monica P. McCabe
Internal Address: Piper Rudnick LLP
Street Address: 1251 Avenue of the Americas
City: New York State: NY Zip: 10020

7. Total fee (37 CFR 3.41).....\$ 80
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

Rep'n. Ref: 05/30/2002 L MUELLER 0009102900
DA#: 501303 Name/Number: 75436691
FC: 704 \$15.00 CR
Monica P. McCabe
Name of Person Signing

Monica P. McCabe 5/16/02
Signature Date

Total number of pages including cover sheet, attachments, and document: 4

05/30/2002 L MUELLER 00000017 75436691

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

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

TRADEMARK
REEL: 002516 FRAME: 0351

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Trademark Assignment**") is made and entered into as of May 13 2002, between Cosmyl, Inc., a corporation organized under the laws of the State of Florida, having its principal place of business located at 8055 Northwest 77th Court, Unit 5, Medley, Florida 33166 ("**Assignor**") and Prima Technologies, Inc., a corporation organized under the laws of Delaware, having its principal place of business at 110 Lake Avenue South, Suite 42, Nesconset, New York 11767 ("**Assignee**").

Recitals

A. Assignor is the owner of the trademarks and trademark applications in the form more fully described in Exhibit A hereto (the "**Trademarks**");

B. Pursuant to the terms of a certain Settlement Agreement dated May 13, 2002 (the "**Settlement Agreement**") by and between Assignor and Assignee, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith; and

C. Assignee now desires Assignor to execute and deliver to Assignee this Trademark Assignment to effect the assignment of the Trademarks to Assignee in accordance with the Settlement Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In connection with the Settlement Agreement, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and all phonetically similar marks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof.

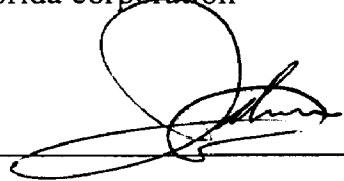
2. From time to time, Assignor agrees, at Assignee's request and without further consideration, to execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and to perform any other reasonable acts Assignee may reasonably request in order to effectuate the sale, transfer, conveyance and assignment to Assignee all of Assignor's right, title, and interest in and to the Trademarks.

Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York.

Executed as of May 8th, 2002.

Assignor:

Cosmyl, Inc.
A Florida corporation

By: 

Name: Jordi Dalman

Title: PRESIDENT

State of Florida)
County of Miami-Dade) ss.

Before me, a Notary Public within and for said County, personally appeared Jordi Dalman the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on this 8th day of May 2002.

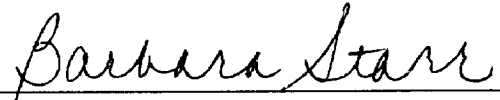

Notary Public



EXHIBIT A

NAILTECH in International Class 8 for manicure and pedicure implements, namely
clippers, scissors and files, Registration No. 1412068

NAILTECH in International Class 3 for nail polish, Serial No. 75/436691