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THE ART OF SHAVING

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TRADEMARKS ONLY

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

Form PT O-1594  
(Rev. 09/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):

M.O. Industries

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: MAY 02, 2002

2. Name and address of receiving party(ies)

Name: Eric Malka

Internal Address:

Address:

Street Address: 8491 NW 17th ST Suite 102

City: Miami State: FL Zip: 33128

Individual(s) citizenship USA

Association

General Partnership

Limited Partnership

Corporation-State

Other

If assignee not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2316819; 2108970

2315819 2108970

Additional number(s) attached  Yes  No

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

Name: Eric Malka

Internal Address:

Street Address: 8491 NW 17th ST Suite 102

City: Miami State: FL Zip: 33128

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) ..... \$ 60

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature

Eric Malka

Name of Person Signing

[Signature]

Signature

Total number of pages including cover sheet, attachments, and documents: 2

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

05/21/2002 LABELLER 00000117 2315819

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THE ART OF SHAVING

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**ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS**

This Assignment is made as of the Effective Date May 2, 2002 between Seller **M.O. INDUSTRIES** and Buyer **ERIC MALKA**, an individual.

- 1) **Assignment.** In consideration of monies paid to Buyer from Seller simultaneously herewith, Seller hereby assigns and transfer to Buyer all claims, right, title and interest Seller has or may have in the following registered or unregistered servicemarks and trademarks, and all associated applications world-wide:

Reg. Number 2315819

"THE ART OF SHAVING" and

Reg. Number 2108970

"THE ART OF SHAVING"

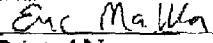
("Trademarks").

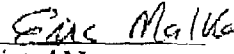
Without limiting the foregoing, Seller hereby assigns and transfers to Buyer any goodwill of the business symbolized by the trademark and any registration thereof. Seller represents and warrants that it owns all right title and interest in and to the Trademarks free and clear of any and all liens and encumbrances and that the use of the Trademarks do not infringe upon the intellectual property rights of any third party.

- 2) **Filing.** Seller shall take all necessary steps to file with the US Trademark Office and other foreign jurisdictions this Assignment of Trademarks or such other document evidencing a complete assignment of the Trademarks.
- 3) **Miscellaneous.** This Assignment shall inure to the benefit of the and be binding on the successors and assigns. This Assignment is governed by New York law excluding conflicts of law principles. Any suit hereunder may be brought in the federal and state courts in Manhattan, New York and both parties agree to submit to the jurisdiction thereof. This Assignment, constitutes the final, complete and exclusive entire agreement between the parties with respect to the subject matter hercof and supersedes all previous and contemporaneous proposals, arrangements or understandings made between the parties with respect to this subject matter. This Assignment may only be modified or amended by a writing signed by both parties. This Agreement is made without reliance on any promises or representations other than those expressly contained in this Assignment. The prevailing party in any action brought to construe or enforce any provision shall be entitled to receive reasonable attorneys' fees in addition to any other relief.

**M.O. Industries**
  
 Seller Signature
**Eric Malka**
  
 Buyer Signature

Title: Owner

  
 Printed Name

  
 Printed Name