

07-02-2002



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

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):

Lip-Ink International

6.18.02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 6/3/02

2. Name and address of receiving party(ies)

Name: Rosemarie Nichols

Internal

Address:

Street Address: 225 38th Street

City: Manhattan Bch State: CA Zip: 90266

- Individual(s) citizenship United States Association General Partnership Limited Partnership Corporation-State 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

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

A. Trademark Application No.(s) 75/981,240

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Marnie Wright Barnhorst

Internal Address: The Trademark Group, APLC

Street Address: 2200 Symphony Towers

750 B Street

City: San Diego State: CA Zip: 92101

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 160.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Marnie Wright Barnhorst

Name of Person Signing

UMB

Signature

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

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ASSIGNMENT OF FEDERAL INTENT-TO-USE APPLICATION

WHEREAS, Lip -Ink International ("Assignor"), a California corporation, having a place of business at 105 Eucalyptus Drive, El Segundo, California 90245, intends to use the mark LIP INK in commerce and has filed an application, now assigned Serial No. 75/981,240, with the United States Patent and Trademark office under Section 1(b) of the Trademark Act, indicating that intention, but has not yet filed an allegation of use under Sections 1(c) or 1(d) of the Trademark Act, and

WHEREAS, Assignor is assigning the mark in the above-identified application and substantially all of the business or the portion thereof to which the mark pertains, as required by 15 U.S.C. Section 1060; and

WHEREAS, Rosemarie Nichols ("Assignee"), an individual, having an address at 205 38th Place, Manhattan Beach, California, 90266, is desirous of acquiring said trademark and the pending intent-to-use application therefor;

NOW, THEREFOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in the United States in and to said trademark and said application therefor, together with all common law rights and the goodwill of the business symbolized by said trademark.

Signed at El Segundo, this 3 day of June, 2002

Lip-Ink International

[Signature]
(Signature)
ROSEMARIE NICHOLS PRESIDENT
(Print or type name and position - must be an officer).

STATE OF California)
COUNTY OF Los Angeles)

On 6/3, 2002 before me, the undersigned Notary Public, personally appeared Rosemarie Nichols

_____ personally known to me

X proved to me on the basis of satisfactory evidence to be

the person whose name is subscribed to the within instrument, and acknowledged to me that he (she) executed the same in his (her) capacity, and that by his (her) signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]
Barbara Bicksler

(S E A L)

