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07-16-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings → ⇄ ⇄ ▼		RECOR TR	 102157979	DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies): DK PARTNERS, INC. <i>7.12.02</i> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: STEINER MARKS LIMITD Internal Address: c/o Steiner Management Services Street Address: 770 S. Dixie Highway, Ste. 200 City: Coral Gables State: FL Zip: 33146 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Correction of assignee and assignor Execution Date: July 31, 2001		OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS FINANCE SECTION 2002 JUL 12 AM 7:23		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/051,080 filed 05/16/2000 76/050,585 filed 05/16/2000 Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		B. Trademark Registration No.(s)		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Debra A. Kozlowski Internal Address: Sidley Austin Brown & Wood Street Address: Bank One Plaza 10 S. Dearborn Street City: Chicago State: IL Zip: 60603		6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41).....\$ 55.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
8. Deposit account number: Please charge any overages or shortages to: 19-2165 (Attach duplicate copy of this page if paying by deposit account)		DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> Debra A. Kozlowski <i>Debra A. Kozlowski</i> July 3, 2002 Name of Person Signing Signature Date				
Total number of pages including cover sheet, attachments, and document: 13				

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

07/15/2002 6TOM11 00000182 192165 76051080

01 FC:481 40.00 CH
02 FC:482 25.00 CH

TRADEMARK REEL: 002544 FRAME: 0205

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

1. Name of conveying party(ies): STEINER MARKS LIMITED <i>24.02</i> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: DK PARTNERS, INC. Internal Address: _____ Address: _____ Street Address: 770 South Dixie Highway, Ste. 200 City: Coral Gables State: FL Zip: 33146 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: July 31, 2001	

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DO NOT USE THIS SPACE

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.

Debra A. Kozlowski *Debra A. Kozlowski* **February 1, 2002**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **9**

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

02/20/2002 TDIAZ1 00000052 192165 76051000
01 FC:481 40.00 OP
02 FC:482 10.00 CH 15.00 OP

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of July 31, 2001, between **STEINER MARKS LIMITED**, a Bahamas international business company ("Assignee") and **DK PARTNERS, INC.**, a California corporation (the "Assignor"). Capitalized terms used, but not defined, herein have the meaning set forth in the Stock Purchase Agreement (as defined below).

RECITALS

WHEREAS, Steiner U.S. Holdings ("Buyer"), Assignor and the shareholders of Assignor are parties to that certain Stock Purchase Agreement dated as of July 18, 2001 (the "Stock Purchase Agreement"); and

WHEREAS, the parties hereto desire to set forth in this Assignment the terms of the sale by Assignor and the purchase by Assignee, of the Proprietary Rights, and all of the domestic and international trademarks and service marks and all other rights with respect to the names "C.SPA" and "CBEAUTY" including, but not limited to certain trademark and service mark applications and any registrations for same as well as all logos, symbols, impressions, designs and other pictorial depictions of any nature used in the past or presently in connection with the operation of the Business by Assignor.

NOW, THEREFORE, in consideration of the closing of the transactions contemplated by the Stock Purchase Agreement and the foregoing premises and the mutual promises contained in this Assignment and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties to this Assignment, intending to be legally bound, hereby agree as follows:

1. **Effective Date.** The effective date of this Assignment shall be July 31, 2001.

2. **Assignment.**

(a) Assignor hereby absolutely sells, assigns, transfers and delivers unto Assignee, without reservation, and Assignee does hereby purchase and acquire from Assignor, all of its worldwide rights, title, interest in and claims to all of the following proprietary rights:

(i) Any and all patents, applications for patents and patent rights, or copyrights and applications for copyrights (foreign or domestic) acquired, owned, held or used by Assignor in connection with the Business, in each case, whether registered, unregistered or under pending registration;

(ii) Any and all trademarks, service marks, trade names, corporate names, business names, fictitious names, assumed names, trade styles, elements of package or trade dress, designs, logos, Internet domain

names and other business indicia or general intangible of like nature owned, held or used by Assignor which relate to, or are, or have been owned, held, or used in connection with "C.SPA" or "CBEAUTY" and which (A) are set forth on Exhibit A attached hereto, or (B) have been owned, held or used in connection with the name "C.SPA" and which have been adopted, acquired, owned, held or used by Assignor, regardless of whether the rights of Assignor to the foregoing arise under federal law, state law, common law, foreign law or otherwise (collectively, the "Proprietary Rights Marks"), together with the goodwill connected with and symbolized by such marks;

- (iii) Any and all agreements or rights relating to the technology, product formulations, know-how or processes utilized by Assignor and any licenses relating to any of the foregoing;
- (iv) Any and all Internet domain names owned or held by Assignor in connection with the Business;
- (v) Any and all information, text, designs and/or artwork featured on the Internet sites www.cbeauty.com, www.cbeautycheckout.com, and www.c-spa.com.; and
- (vi) Any and all rights to use any telephone number commonly referred to as a 1-800 telephone or toll-free number used in connection with the Business.

(b) Assignor does hereby absolutely sell, assign, transfer and deliver unto Assignee the Assigned Rights (as defined below), without reservation, and Assignee does hereby purchase and acquire from Assignor, all of its worldwide rights, title, interest in and claim to all future royalties or other fees paid or payments made or to be made to Assignor in respect of the rights being assigned hereunder by Assignor (the "Assigned Rights") and the proceeds of any and all of the above including, without limitation, all licenses for the use thereof and existing and future profits and damages for past and future infringements of the Assigned Rights.

(c) Assignor covenants that Assignor will do or cause to be done all such further acts, and shall execute or deliver, or cause to be executed or deliver, all transfers, assignments and conveyances, evidences of title, notices, powers of attorney, and assurances reasonably necessary or desirable to put Assignee, its successors and assigns, in actual possession and operating control of the Assigned Rights, or as Assignee shall reasonably require to better assure and confirm title of Assignee to the Assigned Rights.

Assignor hereby constitutes and appoints Assignee as its true and lawful attorney, with full power of substitution, in the name and stead of Assignor or otherwise, for the account and benefit of Assignee:

- (i) to demand and receive from time to time any and all of the Assigned Rights;
- (ii) to give receipts and releases for and in respect to the Assigned Rights or any part thereof; and
- (iii) to give any notices and to do all acts and things in relation to the Assigned Rights as Assignee shall deem desirable, including, but not limited to, executing any and all legal or administrative documents or proceedings to assert or enforce any claim, right or title in, or to any of the Assigned Rights.

3. **Notices.** Any notices, demands or other communication given in connection herewith shall be in writing and be deemed given (i) when personally delivered, (ii) sent by facsimile transmission to a number provided in writing by the addressee and a confirmation of the transmission is received by the sender or (iii) three (3) days after being deposited for delivery with a recognized overnight courier, such as FedEx, with directions to deliver within three (3) days, and addressed or sent, as the case may be, to the address or facsimile number set forth below or to such other address or facsimile number as such Party may designate in accordance herewith:

When Assignee is the intended recipient:

Leonard I. Fluxman
Steiner Marks Limited
c/o Steiner Management Services, LLC
Suite 200
770 South Dixie Highway
Coral Gables, FL 33146

When Assignor is the intended recipient:

DK Partners, Inc.
6640 Lusk Boulevard
Suite A105
San Diego, CA 92121

4. **Governing Law; Forum; Etc.** The validity, interpretation, performance and enforcement of this Assignment shall be governed by the laws of the State of Florida (without giving effect to the laws, rules or principles of the State of Florida regarding conflicts of laws). Each party to this Assignment agrees that any proceeding arising out of or relating to this Assignment or the breach or threatened breach of this Assignment may be commenced and prosecuted in a state or federal court, as the case may be, in the county of Miami-Dade, State of Florida. Each party to this Assignment consents and submits to the non-exclusive personal jurisdiction of any such court in respect of any such proceeding. Each party consents to service of process upon it with respect to any

such proceeding by registered mail, return receipt requested, and by any other means permitted by applicable laws and rules. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such proceeding in any such court and any claim that it may now or hereafter have that any such proceeding in any such court has been brought in an inconvenient forum. In the event of any litigation between or among any of the parties with respect to this Assignment, the prevailing party or parties, as the case may be, therein shall be entitled to receive from the non-prevailing party or parties, as the case may be, therein all of such prevailing party's or parties' expenses incurred in connection with such litigation.

5. **Binding Effect; Assignment; Third Party Beneficiaries.** This Assignment shall be binding upon the parties and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party shall assign any of its rights or delegate any of its duties under this Assignment (by operation of law or otherwise) without the prior written consent of the other parties; provided, however, that Assignee may assign its rights under this Assignment to any Affiliate, including assigning the Proprietary Rights to a corporation incorporated under the laws of the Bahamas. No person (including, without limitation, any employee of a party) shall be, or be deemed to be, a third party beneficiary of this Assignment unless this Assignment specifically so provides.

6. **Entire Assignment.** This Assignment together with the Exhibit(s) attached hereto constitutes the entire agreement among the parties with respect to the subject matter hereof and cancels and supersedes all of the previous or contemporaneous agreements, representations, warranties and understandings (whether oral or written) by, between or among the parties with respect to the subject matter hereof.

7. **Further Assurances.** At any time and from time to time after the date of this Assignment, each party shall, at its own cost and expense, execute, deliver and acknowledge such other documents and take such further actions as may be reasonably requested by the other party in order to fully perform such party's obligations as contemplated hereby.

8. **Amendments.** No addition to, and no cancellation, renewal, extension, modification or amendment of, this Assignment shall be binding upon a party unless such addition, cancellation, renewal, extension, modification or amendment is set forth in a written instrument that states that it adds to, amends, cancels, renews, extends or modifies this Assignment and is executed and delivered by each party.

9. **Waivers.** No waiver of any provision of this Assignment shall be binding upon a party unless such waiver is expressly set forth in a written instrument that is executed and delivered by such party. Such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise (from time to time and at any time) by a party of, nor the delay or failure (at any time or for any period of time) to exercise, any right, power or remedy shall constitute a waiver of the right to exercise, or impair, limit or restrict the exercise of, such right, power or remedy or any other right, power or remedy at any time and from time to time thereafter. No waiver

of any right, power or remedy of a party shall be deemed to be a waiver of any other right, power or remedy of such party or shall, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy.

10. Headings; Counterparts. The headings set forth in this Assignment have been inserted for convenience of reference only, shall not be considered a part of this Assignment and shall not limit, modify or affect in any way the meaning or interpretation of this Assignment. This Assignment, and any agreement delivered pursuant hereto, may be signed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11. Severability. If any provision of this Assignment shall be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason, (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to the parties provided by, this Assignment or (b) if such provision cannot be so reformed, such provision shall be severed from this Assignment and an equitable adjustment shall be made to this Assignment (including, without limitation, addition of necessary further provisions to this Assignment) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation or severance shall affect or impair the legality, validity or enforceability of any other provision of this Assignment.

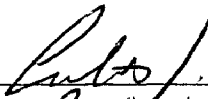
12. Rights and Remedies. All rights, powers and remedies afforded to a party under this Assignment, by law or otherwise, shall be cumulative (and not alternative) and shall not preclude the assertion, or the seeking by a party of any other rights or remedies.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

DK PARTNERS, INC.,
a California corporation

By: 
Name: Carl St. Philip
Title: CFO

ASSIGNEE:

STEINER MARKS LIMITED
a Bahamas international business company


By: 
Name: Carl St. Philip
Title: CFO

EXHIBIT A

PROPRIETARY RIGHTS

I. Trademarks/Service Marks

Trademark Owner	Trademark	Serial No./ Registration No.	Application/ Registration Date	Country Where Filed/ Registered	Intl. Trademark Class and Goods or Services
DK Partners, Inc.	C.SPA	Serial No. 76/051,080	Application Date May 16, 2000	United States	Intl. Class 42: Health and beauty resort services; Intl. Class 3: Cosmetics and skin care products; and Intl. Class 35: Retail services featuring cosmetics
DK Partners, Inc.	CBEAUTY	Serial No. 76/050,585	Application Date May 16, 2000	United States	Class 35: Retail services featuring cosmetics
DK Partners, Inc..	C.SPA	Serial No.	Application Date Nov. 16, 2000	Canada	Intl. Class 42: Health and beauty resort services; Intl. Class 3: Cosmetics and skin care products; and Intl. Class 35: Retail services featuring cosmetics
DK Partners, Inc.	CBEAUTY	Serial No.	Application Date November 16, 2000	Canada	Intl. Class 42: Health and beauty resort services; Intl. Class 3: Cosmetics and skin care products; and Intl. Class 35: Retail services featuring cosmetics

II. Other Proprietary Rights

The domain name CBEAUTY.COM is owned by Ted Hilling. It is to be transferred to Assignee at Closing.

The domain name C-SPA.COM is owned by DK Partners, Inc.. It is to be transferred to Assignee at Closing.

The domain name CBEAUTYCHECKOUT.COM is owned by C.Spa Salon with Ted Hilling as the administrative contact. It is to be transferred to Assignee at Closing.