FORM PTO-1594 (Modified) (Rev. 6-93)	REC 07.5	3: OF CHEET	Docket No.:
OMB Vo. 0651-0011 (exp.4/94) Copyright 1994-97 LegalStar	Ti William	31-2002	
Two5/REV03 Tab settings → → ▼	(\$\$(\$) \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	######################################	V V
Tab settings → → → ▼ To the Honorable Commissioner of 1. Name of conveying party(ies):	Patents and Irau 1021	73605 ;hed original	documents or copy thereof.
Name of conveying party(ies):		2. Name on s of receiving	
Philosophy, Inc.	1 -		
• •	17.07.00	Name: Jane A. Gordon	9
	0 / 0 / -	Internal Address:	•
Individual(s)	AssociationLimited Partnership	Street Address: 240 Central P	ark South
☐ General Partnership ☑ Corporation-State Arizona		City: New York	State: <u>NY</u> ZIP: <u>10019</u>
Other		☑ Individual(s) citizenship <u>U</u>	nited States
Additional names(s) of conveying party(ies)	☐ Yes 🔀 No	☐ Association	
Additional marries (5) or conveying party (186)		☐ General Partnership	
3. Nature of conveyance:		Limited Partnership	
☑ Assignment	☐ Merger	☐ Corporation-State	and the second of the second o
☐ Security Agreement	Change of Name	Other	
Other		If assignee is not domiciled in the United designation is	ed States, a domestic Yes N
Execution Date: June 28, 2002		(Designations must be a separate doct	
		Additional name(s) & address(es)	☐ Yes ☐ N
A. Application number(s) or registration A. Trademark Application No.(s) 75/894711	m numbers(s).	B. Trademark Registi	ation No.(s)
Additional numbers			
		6. Total number of applications and	
5. Name and address of party to whom correspondence concerning document should be mailed:		registrations involved:	
Name: Tucker & Latifi, LLP		7. Total fee (37 CFR 3.41):\$ \$40.00	
Internal Address:			
		☑ Enclosed	
		☐ Authorized to be charged to	o deposit account
		8. Deposit account number:	
Street Address: 160 East 84th St	reet	o. Deposit account number.	
Suite 5-E			
City: New York	State: NY ZIP: 10028	-	
77/36/2002 LINELLER 00000116 75894711 DO NOT USE THIS SPACE			
01 FC:461 40.00			
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.			
Afschineh Latifi, Esq	Affecti	ullaty,	July 8, 2002
Name of Person Signing	//	Signature	Date
	Total number of pages including	cover sheet, attachments, and	4

TRADEMARK REEL: 002552 FRAME: 0411

U.S. Trademark Assignment

ASSIGNMENT made this 28 day of June 2002, by Philosophy, Inc., an Arizona corporation with an office and place of business at 4602 East Hammond Lane, Phoenix, Arizona 85034 ("Assignor").

WHEREAS, Assignor is the owner of and has adopted the OH BOY mark covered under U.S. Application Serial Number 75/894711 (hereinafter referred to as the "Mark"); and,

WHEREAS, Jane A. Gordon, an individual with a place of business at 240 Central Park South, New York, New York 10019 ("Assignee") wishes to acquire Assignor's right, title, and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used; and,

WHEREAS, Assignor wishes to assign the Mark together with the goodwill of the business in connection with which the Mark is used to Assignee.

NOW, THEREFORE, in consideration of the sum of Seventy Thousand Dollars (\$70,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of it's existing and future rights, title and interest in and to the Mark together with the goodwill of the business in connection with which said Mark is used including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Mark, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

Assignor warrants and represents that the Mark has not been previously assigned or encumbered in any manner and that it is free and clear of all liens and claims.

Assignor shall further render such other assistance as may be reasonably required by Assignee to record his ownership rights of the Mark in the United States.

TRADEMARK
REEL: 002552 FRAME: 0412

IN WITNESS THEREOF, the Assignor has caused this assignment to be signed and executed on the date and year first written above.

Philosophy, Inc.

State of Arizona }

County of 121602 }

On this 26 day of June, in the year 2002 before me, () the undersigned, personally appeared or 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 State of Arizonal Maricopa County Tricia Deutsch Expires July 26, 2005

RECORDED: 07/09/2002

TRADEMARK REEL: 002552 FRAME: 0413