



To The Honorable Commission

102323364

Send the attached original document or copy thereof.

1. Name of conveying party(ies):

Tova Corporation
(California Corporation)

12-23-02

2. Name and address of receiving party(ies)

Name: Tova Beverly Hills, Inc.

Internal Address:

Street Address: 12997 Las Vegas Boulevard

City: Las Vegas State: Nevada Zip: 89124

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

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

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

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: March 13, 2001

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

A) Trademark Application No.(s)

B) Trademark Registration No.(s)

See Schedule A Attached

Additional numbers attached? Yes No

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

CAESAR, RIVISE, BERNSTEIN,
COHEN & POKOTILOW, LTD.

Attn: Manny D. Pokotilow, Esq.
12th Floor - 7 Penn Center
1635 Market Street, Phila, PA 19103-2212

6. Total number of applications and registrations involved..... 34
1 @\$40.00 and 33 @ \$25.00
7. Total fee (37 CFR 3.41)..... \$ 865.00

Authorized to Charge to Deposit Account No. 03-0075 (duplicate attached)

DO NOT USE THIS SPACE

8. 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.

Manny D. Pokotilow
Name of Person Signing

Manny Pokotilow
Signature

December 13, 2002
Date

12/27/2002 LMUELLER 00000046 030075 Total 75535024 of pages including cover sheet, attachments and document: 9

01 FC:8521 40.00 CH
02 FC:8522 225.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks; Box Assignments; Washington DC 20231

SCHEDULE A

Mark	Serial No.	Class(es)	Date Filed	Action Due
FRAGRANCE AND FLOWERS	75/535,024	3	August 12, 1998	5 th EOT or SOU due 09/28/02
TOVA ENCHANTMENT	75/591,402	3, 4	November 18, 1998	5 th EOT or SOU due 06/07/02
TOVA COSMETOLOGY	75/643,463	3	February 18, 1999	3 rd EOT or SOU due 08/08/02
TOVA NIRVANA	75/698,699	3	May 6, 1999	SOU accepted – registration to issue
TOVA ACTIV	75/785,841	3	August 26, 1999	2 nd EOT or SOU due 04/24/02 – to be abandoned
TOVA	76/034,630	3, 4	April 26, 2000	Published for opposition 01/22/02
TOVA NIGHTS	76/034,632	3, 4	April 26, 2000	Published for opposition 04/02/02
NIRVANA	76/124,375	3	September 8, 2000	Pending - suspended
ALL OVER CRAYON	75/785,840	3	August 26, 1999	No response filed – being abandoned

Mark	Country	Serial No.	Date Filed	Reg. No.	Registration Date	Actions Due
TOVA SECRETS	United States	75/701,098	May 7, 1999	2,372,500	August 1, 2000	Section 8 & 15: due August 1, 2006
TIME LIFT	United States	75/529,140	July 31, 1998	2,496,609	October 9, 2001	Section 8 & 15: due October 9, 2007
TOVA (Stylized)	United States	73/414,287	February 22, 1983	1,295,432	September 18, 1984	Renewal Due: September 18, 2004
BODY, MIND & SPIRIT	United States	73/767,189	December 5, 1988	1,560,384	October 17, 1989	Renewal Due: October 17, 2009
PLUMP-IT-UP	United States	75/785,844	August 26, 1999	2,502,770	October 30, 2001	Section 8 & 15: due October 20, 2007
TOVA NIGHTS	United States	75/698,641	May 6, 1999	2,374,879	August 8, 2000	Section 8 & 15: due August 8, 2006
HANDSOME	United States	74/578,735	September 26, 1994	1,989,182	July 23, 1996	Section 8 & 15: due July 23, 2002
TOVA (Stylized)	United States	73/616,274	August 22, 1986	1,464,964	November 10, 1987	Renewal Due: November 10, 2007
TOVA	United States	75/582,772	November 4, 1998	2,374,425	August 8, 2000	Section 8 & 15: due August 8, 2006
TOVA	United States	75/582,620	November 4, 1998	2,309,061	January 18, 2000	Section 8 & 15: due January 18, 2006
TOVA	United States	75/582,771	November 4, 1998	2,354,758	June 6, 2000	Section 8 & 15: due June 6, 2006
MORE THAN COLOR	United States	75/594,279	November 18, 1998	2,376,095	August 8, 2000	Section 8 & 15: due August 8, 2006
TOVA SECRETS ON LOCATION	United States	75/529,100	July 31, 1998	2,534,456	January 29, 2002	Section 8 & 15: due January 29, 2008
TOVA.CALM	United States	75/658,220	March 11, 1999	2,476,308	August 7, 2001	Section 8 & 15: due August 7, 2007
CACTINE	United States	76/035661	April 26, 2000	2,438,622	March 27, 2001	Section 8 & 15: due March 27, 2007
CACTINE 1	United States	73/256,374	March 28, 1980	1,200,086	July 6, 1982	Renewal Due: July 6, 2002

Mark	Country	Serial No.	Date Filed	Reg. No.	Registration Date	Actions Due
CACTINE CACTISOMES	United States	74/718,524	August 21, 1995	2,059,947	May 6, 1997	Section 8 & 15 due: May 6, 2003
TOVA.CALM	United States	76/023,291	April 11, 2000	2,546,100	March 12, 2002	Section 8 & 15 due: March 12, 2008
STUDIO COLOR COLLECTION	United States	76/124,413	September 8, 2000	2,524,644	January 1, 2002	Section 8 & 15 due: January 1, 2008
EYE FORGIVENESS	United States	76/222,857	March 9, 2001	N/A	N/A	Pending
LIP REDEEMER	United States	76/222,858	March 9, 2001	N/A	N/A	Pending
SKIN TRIAGE	United States	76/254,255	May 8, 2001	N/A	N/A	No response filed - being abandoned
Design (Cross)	United States	76/254,256	May 8, 2001	N/A	N/A	No response filed - being abandoned
TOVA LABORATORIES	United States	76/253,743	May 8, 2001	N/A	N/A	OA Response due: April 3, 2002 - to be abandoned
TOVA LABORATORIES	United States	76/253,740	May 8, 2001	N/A	N/A	OA Response due: April 3, 2002 - to be abandoned

MAR 13 2001

ARTICLES OF MERGER

IN THE OFFICE OF
[Signature]
DEAN HELLER SECRETARY OF STATE

OF

TOVA CORPORATION, A CALIFORNIA CORPORATION

INTO

TOVA BEVERLY HILLS, INC., A NEVADA CORPORATION

These Articles of Merger are being delivered to the Nevada Secretary of State for filing in accordance with Section 92A.200 of the Nevada Revised Statutes:

ARTICLE I

Tova Corporation, a California corporation (the "Merging Corporation"), will be the merging corporation. Tova Beverly Hills, Inc., a Nevada corporation (the "Surviving Corporation"), will be the surviving corporation.

ARTICLE II

An agreement and plan of merger (the "Agreement of Merger") was adopted by (a) the board of directors of the Merging Corporation, and (b) the board of directors of the Surviving Corporation, whereby the Merging Corporation is to be merged with and into the Surviving Corporation (the "Merger").

ARTICLE III

The Agreement of Merger was approved by the unanimous consent of (a) the stockholders of the Merging Corporation, and (b) the stockholders of the Surviving Corporation.

ARTICLE IV

The Agreement of Merger provides that the articles of incorporation, bylaws, officers and directors of the Surviving Corporation after the Effective Time (as hereinafter defined) shall be the same as the articles of incorporation, bylaws, officers and directors of the Surviving Corporation immediately prior to the Effective Time.

dkm1 1801-01
01-022801 01

dkm1 1801-01
01-022801 01

ARTICLE V

A complete and executed Agreement of Merger is attached hereto as Exhibit "A" and incorporated by reference.

ARTICLE VI

The Merger shall be effective at the time of filing of these Articles of Merger with the Secretary of State of the State of Nevada (the "Effective Time").

These Articles of Merger ("Articles") may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Articles. Any signature page of these Articles may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery by any party of counterpart signature pages by facsimile transmission shall be as binding an execution and delivery of these Articles by such party as if the party had delivered an actual physical original of these Articles with an ink signature from such party. Any party delivering these Articles by facsimile transmission shall promptly thereafter deliver an executed counterpart original hereof to the President of the Surviving Corporation.

DATED: Feb 26th, 2001.

Tova Corporation, a California corporation

By: Tova Borgnine
Tova Borgnine, President

By: James Murphy
James Murphy, Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is entered into between Tova Beverly Hills, Inc., a Nevada corporation (herein "Surviving Corporation") and Tova Corporation, a California corporation (herein "Merging Corporation") with respect to the following terms, and conditions;

- 1) Merging Corporation shall be merged into Surviving Corporation.
- 2) The Board of Directors of each corporation deem it in the best interests of the corporations and the Shareholder that said merger be accomplished in compliance with relevant Nevada and California laws. The Boards hereby adopt on behalf of their corporations the plan of reorganization set forth in this Agreement and Plan of Merger.
- 3) Without any other transfer or documentation, on the effective date of the merger, Surviving Corporation shall: (i) succeed to all of Merging Corporation's rights and property; and (ii) be subject to all Merging Corporation's liabilities and obligations.
- 4) Each outstanding share of Merging Corporation shall be converted to shares of Surviving Corporation. No fractional shares of Surviving Corporation shall be issued.
- 5) On or after the effective date, all of the Merging Corporation's outstanding stock certificates shall be deemed to represent ownership of Surviving Corporation's shares. The holders of such certificates must surrender them to the Surviving Corporation in whatever manner it may legally require. On receipt thereof, Surviving Corporation may issue and exchange certificates for shares of its common stock, representing the shares to which the holder is entitled as provided above, or, because the Merging Corporation and the Surviving Corporation are already owned by the same sole shareholder and in the same number shares, may simply cancel such surrendered shares. Pending the surrender and exchange of certificates, the registered owner of the shares of the Merging Corporation shall be entitled to exercise all rights and receive dividends, if any, with respect to shares of Surviving Corporation represented by the certificates as provided above.
- 6) The outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the merger.
- 7) Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

- 8) Surviving Corporation's officers and directors shall continue and remain as such after the effective date of the merger and for the full unexpired term of their respective offices, or until their successors have been duly elected or appointed and qualified.
- 9) Anytime prior to the effective date, this merger may be abandoned without further obligation or liability by action of the Board of Directors of either corporation notwithstanding approval of the merger by their Shareholders.
- 10) The effect of the merger and the effective date of the merger are as prescribed by law.
- 11) It is the intention of the parties hereto that this merger satisfy the requirements of IRC 368(a)(1)(F) and applicable state laws for a tax-free reorganization.
- 12) This Agreement and Plan of Merger (this "Agreement") may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery by any party of a counterpart signature page by facsimile transmission shall be as binding an execution and delivery of this Agreement by such party as if the party had delivered an actual physical original of this Agreement with an ink signature from such party. Any party delivering this Agreement by facsimile transmission shall promptly thereafter deliver an executed counterpart original hereof to the President of the Surviving Corporation.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SURVIVOR:

Feb 26 2001

_____, 2001

Tova Beverly Hills, Inc., a Nevada corporation

By: Tova Borgnine
Tova Borgnine, President

By: Janie Johnson-Sides
Janie Johnson-Sides, Secretary

MERGED PARTY:

Feb 26 2001

_____, 2001

Tova Corporation, a California corporation

By: Tova Borgnine
Tova Borgnine, President

By: James Murphy
James Murphy, Secretary

dcm\14801-01
07-022801.01