



01-15-2003



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

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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):

Parthena Cosmetics LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited liability company
- 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: 10/03/2002

2. Name and address of receiving party(ies)

Name: UBC Ltd.

Internal Address: \_\_\_\_\_

Street Address: 70-20 Austin Street

City: Forest Hills State: NY Zip: 11375

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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) \_\_\_\_\_

B. Trademark Registration No.(s) 2,236,736 and 2,189,486

Additional number(s) attached  Yes  No

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

Name: Jennifer Shmulewitz

Internal Address: Paul, Hastings, Janofsky &

Walker LLP

Street Address: 75 E. 55th Street

City: NY State: NY Zip: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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DO NOT USE THIS SPACE

9. Signature.

40.00 OP  
25.00 OP

Jennifer Shmulewitz  
Name of Person Signing

J. Shmulewitz  
Signature

1/6/03  
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK  
REEL: 002648 FRAME: 0254

**ASSIGNMENT**

This ASSIGNMENT from Parthena Cosmetics LLC, a limited liability company organized and existing under the laws of the State of Nevada ("Assignor"), doing business at 4001 South Decatur Boulevard, Suite 37-230, Las Vegas, Nevada 89103, to UBC Ltd, a corporation organized and existing under the laws of the State of New York ("Assignee"), is entered into and effective as of October 3, 2002.

WHEREAS, Assignor owns all right, title and interest in and to the trademark METAMORPHOSIS for "perfume; make-up; hair lotions; face and body soaps; and non-medicated skin care preparations, namely, creams, lotions, moisturizers, serums, cleansers, facial masks, toners, gels, and sunscreens," U.S. Registration No. 2,189,486, and the goodwill attached thereto, and to the trademark METAMORPHIA for "cosmetics, namely, skin creams, body creams, cold cream, eye cream, skin lotions, skin moisturizers, skin cleansers, skin gels, skin toners and skin soaps, make-up, hair lotions, hair gels, perfumes and sun screens," U.S. Registration No. 2,236,736, and the goodwill attached thereto (together, the "Marks").

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, Assignor's right, title and interest in and to the Marks, along with the goodwill represented thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in and to the Marks, including United States Trademark

Registration Nos. 2,189,486 and 2,236,736 therefor, the goodwill of the business associated with the Marks and the right to recover for past, present and future infringements of the Mark.

2. Assignor agrees that, upon request it will, at any time without charge to Assignee but at Assignee's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Marks and registrations therefor in Assignee, its successors, assigns and legal representatives or nominees.

3. Assignor represents, warrants and covenants that:

(a) to the best of Assignor's knowledge, there is no infringement by others of the Marks;

(b) no claim has been made that the use of either of the Marks does or may violate the rights of any third person, and to the best of Assignor's knowledge, there is no infringement by Assignor of the trademark rights of others;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Marks free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, other than the assignment created by this Assignment;

(d) There are no outstanding or active license agreements with any third parties relating to the Marks and no assignment agreements relating to the Marks;  
and

(e) Assignor has the unqualified right to enter into this Assignment and to perform its terms.


4. This Assignment will be binding upon Assignor, and its successors and assigns and shall inure to the benefit of Assignee, its nominees, successors and assigns.

5. This Assignment together with any additional documents necessary to effect the transfer of the Marks and registrations therefor constitutes the entire and exclusive terms and conditions with respect to the disposition of the Marks and supersedes any discussions, conflicting correspondence or other documents relating thereto and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be executed by their duly authorized officers on the respective dates entered below.

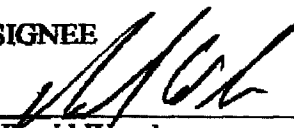
IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date(s) set forth below.

Date: 10/03, 2002

Parthena Cosmetics LLC  
By:   
Title: President

ASSIGNEE

Date: October 02, 2002

  
By: David Woods  
Title: President