

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Gail Freeman

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: 07/25/2003

2. Name and address of receiving party(ies)

Name: Beauty Holding Company, Inc.

Internal
Address:

Street Address: 25 Church Street

City: Hamilton, BM State: - Zip: HM12

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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) 1,187,293

Additional number(s) attached Yes No

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

Name: Laura J. Turczak

Internal Address: Alberto-Culver Company

Street Address: 2525 Armitage Avenue

City: Melrose Park State: IL Zip: 60160

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):

\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0446

DO NOT USE THIS SPACE

9. Signature.

Laura J. Turczak

Name of Person Signing

Laura J. Turczak
Signature

8-7-03

Date

Total number of pages including cover sheet, attachments, and document: 5

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

CH \$40.00 500446 1187293

ASSIGNMENT

This Assignment is made by Gail Freeman, an individual doing business at 25640 Avenue Tibbits, Suite D., Valencia, California 91355 ("Assignor") to Beauty Holding Company, Inc., a Delaware corporation located at 25 Church Street, Hamilton HM12, Bermuda ("Assignee").

WHEREAS, Assignor desires to assign and Assignee desires to obtain all rights of Assignor relating to certain intellectual property and materials.

NOW, THEREFORE, effective July 25, 2003, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns to Assignee, to the extent permitted by law, all right, title and interest now owned by Assignor, anywhere in the world, in and to the intellectual property and other property described below:

1. All trademarks, service marks and logos, ever used anywhere in the world by Assignor, or any of her predecessors-in-interest, that consists in whole or in part, the term FINGERPAINTS or any variation thereof (*e.g.*, FINGERPAINT or F.P.), including but not limited to all such names identified or described on Schedule A hereto, but excluding that portion of a mark consisting of a cartoon of a woman displayed on Assignor's current web site (collectively "Marks") and all related trademark registrations and applications for registrations identified in Schedule A hereto, together with the goodwill symbolized by and appurtenant to the Marks.

2. All trade names ever used anywhere in the world by Assignor or any of her predecessors-in-interest, for a business involved in or related to the manufacture, marketing or

sale of any product bearing any of The Marks or services associated with such products, including but not limited to all such names identified or described on Schedule A hereto, but excluding that portion of a mark consisting of a cartoon of a woman displayed on Assignor's current web site, together with the goodwill symbolized by and appurtenant to each such assigned trade name.

3. All e-mail addresses and domain names, and other Internet location or site identifiers or addresses, that comprise or incorporate any name or mark that is described above, including but not limited to those domain names identified in Schedule A hereto, and any registration, application for registration and other filing with any government or private entity seeking any right, title or interest therein, together with the goodwill symbolized and appurtenant to each such address, name and identifier.

4. All trade dress used anywhere in the world by Assignor or any of its predecessors-in-interest in connection with a product bearing any of the Marks, together with the goodwill now owned by Assignor and symbolized by and appurtenant to such trade dress.

5. With respect to all copyrightable works (e.g., signage, packaging, advertising, promotional materials, web sites) that have been created for use, or used, in connection with the marketing or sale of a product or service in connection with which any of the Marks has been used by Assignor, or any of its predecessors-in-interest (collectively hereinafter "the Works"), all copyrights, assignable moral rights, and other intellectual property rights therein anywhere in the world including, but not limited to: any exclusive right to use, prepare derivative works based upon, license, exploit, sell, or otherwise dispose of, the Works, as well as copies thereof, in any manner and for any purpose, Assignee, in its sole discretion, shall see fit; any exclusive right to

own and secure in Assignee's name copyright registrations for all such original and derivative works; any right to bring actions for past and future infringements or other violations of copyrights or other rights therein; any right to all revenues arising or obtained from any such action; any and all publication rights therein, in whatever form; and any and all subsidiary rights therein.

6. The right to initiate and prosecute judicial, administrative and other proceedings before courts, governmental bodies and other entities authorized to resolve disputes for present or past violations of any right, title or interest assigned hereby and to obtain for Assignee's benefit all available forms of relief, including monetary awards.

FINGERPAINTS, INC.

By: Paul Freeman
Title: Pres. CEO

SCHEDULE A

1. All trademarks, symbols or logos consisting in whole or in part the term "FINGERPAINTS" or any variation thereof (e.g., "F.P.", "FINGER PAINTS", "FINGERPAINT" or "FINGERPAINTZ"), displayed in any manner with or without a design element.
2. All trade and domain names, URL and addresses and e-mail addresses that consist in whole or in part of the term FINGERPAINTS or any variation thereof (e.g., "fingerpants.com", fingerpaints@earthlink.net).
2. All trade dress displayed on packaging or advertising bearing a mark or name described in paragraph 1 or 2 above.
3. All federal, state and other registrations and applications for registrations for names, marks and trade dress described in paragraph 1, 2 or 3 above, including but not limited to US Reg. No. 1,187,293 for the trademark FINGERPAINTS.

CONFIDENTIAL LEGAL FACSIMILE
please deliver to the addressee only

ALBERTO-CULVER COMPANY
2525 ARMITAGE AVENUE
MELROSE PARK, IL 60160

TO: USPTO
Assignment Division

FROM: Laura J. Turczak
Trademark Administrator

PHONE: (708) 450-3186

FAX: (703) 306-5995

FAX: (708) 450-3409

PAGES: 6 (including this page)

DATE: August 7, 2003

RE: Form PTO-1594 – Recordation of Assignment of Reg. No. 1,187,293

CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to the Assignment Branch of the U.S. Patent and Trademark Office on

8/7/03

By: *Laura J. Turczak*
Laura J. Turczak

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