

05-09-2003



RE

EET

102444017

**TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS**

**Please record the attached original documents or copy thereof.**

1. Name of Conveying Party:

L'Oreal USA, Inc.  
Delaware Corporation

2. Name and Address of Receiving Party:

L'Oreal USA Creative, Inc.  
575 Fifth Avenue  
New York, New York 10017  
Delaware Corporation

3. Nature of Conveyance: Assignment  
Execution Date: January 1, 2003

4. Trademark Application Nos.: See Attached Schedule

5. Trademark Registrations Nos.: See Attached Schedule

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

Lisa M. Gigliotti, Esq.  
L'Oreal USA Creative, Inc.  
575 Fifth Avenue  
New York, New York, 10017

75406075

Total number of registrations/applications involved: 86

Total Fee (37 CFR § 3.41): \$ 2,165 (Check Enclosed)

Additional fees authorized to be charged to deposit account #03-3348

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.

Dated: April 14, 2003

Lisa M. Gigliotti

Total: Thirteen Pages

05/08/2003 TBI AZ1 00000045 75406075

01 FC:0521 40.00 OP  
02 FC:0522 2125.00 OP

**L'OREAL USA, INC.**  
U.S. Trademark Schedule

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>REG. NUMBER</u>
1. 2 HOLD	75-406,075	2,241,574
2. 2 HOLD	75-406,074	2,255,111
3. 2 IN ONE	75-406,219	2,376,445
4. 4 SHINE	75-407,705	2,256,705
5. 4 SHINE	75-403,087	2,241,570
6. AEROFIXX	74-470,435	1,919,157
7. ALTERNATIVES	75-314,239	2,306,419
8. BABY LOVE	74-050,423	1,733,906
9. BEAUTY & CHEMISTRY IN BALANCE	76-414,281	
10. BOTANIFYING	74-574,318	2,109,396
11. BREAKTHRU	75-796,885	
12. CARE FREE CURL	73-401,333	1,301,111
13. CARE FREE CURL	73-365,514	1,264,633
14. CARE FREE CURL GOLD	73-695,728	1,529,201
15. COLORCUED	74-383,962	1,873,074
16. COLORCUED	74-197,161	1,772,161
17. COMFIDERM	74-486,454	1,892,888
18. DOO-RAG	73-413,688	1,307,133
19. EVERLASTING CURL	73-508,186	1,365,138
20. FEATHERHOLD	73-729,566	1,516,973
21. FRIZZ FREE BY ALTERNATIVES	75-480,098	2,354,063
22. FRIZZ-FREE	76-054,000	2,539,498
23. FULFYL	74-410,811	1,864,480
24. FULLA CURLS	73-413,825	1,291,705
25. FULLA WAVES	73-413,699	1,291,704
26. HAIR WERKS BY SOFT SHEEN	75-473,021	2,287,406
27. HIGH FIVE	73-656,537	1,494,741
28. HIPROTECH	73-550,063	1,394,582
29. HRM	74-415,710	1,827,993
30. HYDRAFUSE	74-410,810	1,910,980
31. KERAFUSE	74-410,813	1,921,383
32. KERATEX	74-180,817	1,854,383
33. MAKE YOUR CURLS UNMISTAKABLY CARE FREE	73-540,772	1,376,792
34. MISS COOL	73-782,463	1,569,103
35. MIZANI	74-103,116	1,775,670
36. MOISTURFUSE	74-516,564	1,988,957
37. NEUTRA LOCK	74-088,756	1,666,373
38. NOURISHMENT	74-221,852	1,864,472
39. NUTRIMANT	73-550,010	1,393,711

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>REG. NUMBER</u>
40. OPTI-CLEANSE	73-549,992	1,394,581
41. OPTI-SET	73-549,991	1,394,580
42. OPTIFIX	74-078,217	1,644,205
43. OPTIMUM	74-666,964	2,319,623
44. OPTIMUM CARE	74-056,334	1,640,161
45. OPTIMUM CONDITIONING	73-522,561	1,399,112
46. OPTIMUM CRYSTAL COLOR	75-349,083	2,309,693
47. OPTIMUM RX	76-002,773	2,497,902
48. OPTIMUM RX	75-560,217	2,627,068
49. OPTIMUM STYLING TOOLS	75-495,739	2,392,021
50. PHORMULA-7	78-179,335	
51. PURIPHYING	74-410,812	1,864,481
52. QHO	72-466,890	992,122
53. REPARATEX	73-549,990	1,394,579
54. ROOTS OF NATURE	74-670,683	1,969,895
55. ROOTS OF NATURE	74-555,745	2,003,480
56. SHOP TALK	73-499,558	1,334,253
57. SNAP BACK	73-540,773	1,379,969
58. SOFT SHEEN	74-666,963	2,253,881
59. SOFT SHEEN	72-246,381	830,742
60. SOFT SHEEN KARIZMA CRÈME COLOR	76-021,617	2,477,702
61. SOLAR GLOSS	75-508,208	2,396,293
62. SPORTIN' WAVES	74-177,155	1,698,694
63. SPORTIN' WAVES	73-477,267	1,352,327
64. SPRADIANCE	75-015,752	2,084,759
65. SSS Logo	73-637,931	1,458,931
66. SS Logo	73-550,008	1,382,000
67. SS Logo	73-442,368	1,316,435
68. SYNTHESIS III	73-549,993	1,463,220
69. TENDER CARE	74-331,217	1,864,144
70. THE SECOND GENERATION	73-535,930	1,368,566
71. THERMASTRENGTH	76-287,678	2,595,970
72. THERMELASTIC	74-415,341	1,827,991
73. THERMOTONIC	74-721,871	2,130,970
74. TRUEST COLOR	75-403,091	2,260,578

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>REG. NUMBER</u>
75. VERSI-CARE	73-401,362	1,279,503
76. VERSI-CURL	73-401,398	1,277,734
77. VITAFUSE	73-508,648	1,376,780
78. VITAPLEX	73-550,009	1,412,868
79. WAVE NOUVEAU	73-712,795	1,553,407
80. WAVITROL III	73-486,028	1,379,935
81. WRAP HUMECTANT	74-084,491	1,661,387
82. MISC. DESIGN (HAIR FOLLICLE)	75-873,606	2,571,963
83. MISC. DESIGN (GLOBE)	75-560,218	2,325,677
84. MISC. DESIGN (SS LOGO)	75-051,312	2,244,830
85. MISC. DESIGN (MIZANI LOGO)	74-436,797	1,847,540
86. MISC. DESIGN (SSS LOGO)	74-319,307	1,837,320

**ASSIGNMENT OF TRADEMARKS  
AND COPYRIGHTS**

This ASSIGNMENT OF TRADEMARKS and COPYRIGHTS (this "Assignment") is made and executed effective as of January 1, 2003, by L'Oréal USA, Inc. ("Assignor"), a Delaware corporation, in favor of L'Oréal USA Creative, Inc. ("Assignee"), a Delaware corporation.

WHEREAS, Assignor is the owner of the trademarks, tradenames, trademark registrations and trademark applications listed on Exhibit A (collectively, the "Trademarks") and the copyrights, copyright applications and copyright registrations listed on Exhibit B (collectively, the "Copyrights") attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Trademarks. Assignor hereby assigns to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Trademarks, including without limitation, all common law rights relating thereto and all registrations thereof and applications therefor, together with all goodwill associated with, corresponding to, symbolized by and embodied in the Trademarks.

2. Transfer of Copyrights. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the copyrightable works listed on Exhibit B, including all rights comprising the Copyrights therein and all existing Copyright registrations and applications therefor for the full term of said Copyrights.

3. Recordation of Assignment. Assignor will cooperate with Assignee to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Assignee, including without limitation, the United States Patent and Trademark Office and Copyright Office.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of January 1, 2003.

Assignor

L'Oréal USA, Inc.

By: 

Name: John D. Sullivan  
Title: Senior Vice President

Assignee

L'Oréal USA Creative, Inc.

By: 

Name: Lisa Gigliotti  
Title: Assistant Vice President

STATE OF New York )  
COUNTY OF New York ) SS.

On December 20, 2002 before me, the undersigned notary public in and for said state, personally appeared John D. Sullivan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person ~~(s)~~ whose name ~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity ~~(ies)~~, and that by his/~~her~~/~~their~~ signature ~~(s)~~ on the instrument, the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature Robert G. Kinnally (Seal)  
**ROBERT G. KINNALLY**  
Notary Public, State of New York  
No. 02K16050358  
Qualified in New York County  
Commission Expires Nov. 06, 2008

STATE OF New York )  
COUNTY OF New York ) SS.

On December 20, 2002 before me, the undersigned notary public in and for said state, personally appeared LISA Gigliotti, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person ~~(s)~~ whose name ~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity ~~(ies)~~, and that by his/~~her~~/~~their~~ signature ~~(s)~~ on the instrument, the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature Robert G. Kinnally (Seal)  
**ROBERT G. KINNALLY**  
Notary Public, State of New York  
No. 02K16050358  
Qualified in New York County  
Commission Expires Nov. 06, 2008

EXHIBIT A

Trademarks  
(See List Attached)

**L'OREAL USA, INC.**  
U.S. Trademark Schedule

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>REG. NUMBER</u>
1. 2 HOLD	75-406,075	2,241,574
2. 2 HOLD	75-406,074	2,255,111
3. 2 IN ONE	75-406,219	2,376,445
4. 4 SHINE	75-407,705	2,256,705
5. 4 SHINE	75-403,087	2,241,570
6. AEROFIXX	74-470,435	1,919,157
7. ALTERNATIVES	75-314,239	2,306,419
8. BABY LOVE	74-050,423	1,733,906
9. BEAUTY & CHEMISTRY IN BALANCE	76-414,281	
10. BOTANIFYING	74-574,318	2,109,396
11. BREAKTHRU	75-796,885	
12. CARE FREE CURL	73-401,333	1,301,111
13. CARE FREE CURL	73-365,514	1,264,633
14. CARE FREE CURL GOLD	73-695,728	1,529,201
15. COLORCUED	74-383,962	1,873,074
16. COLORCUED	74-197,161	1,772,161
17. COMFIDERM	74-486,454	1,892,888
18. DOO-RAG	73-413,688	1,307,133
19. EVERLASTING CURL	73-508,186	1,365,138
20. FEATHERHOLD	73-729,566	1,516,973
21. FRIZZ FREE BY ALTERNATIVES	75-480,098	2,354,063
22. FRIZZ-FREE	76-054,000	2,539,498
23. FULFYL	74-410,811	1,864,480
24. FULLA CURLS	73-413,825	1,291,705
25. FULLA WAVES	73-413,699	1,291,704
26. HAIR WERKS BY SOFT SHEEN	75-473,021	2,287,406
27. HIGH FIVE	73-656,537	1,494,741
28. HIPROTECH	73-550,063	1,394,582
29. HRM	74-415,710	1,827,993
30. HYDRAFUSE	74-410,810	1,910,980
31. KERAFUSE	74-410,813	1,921,383
32. KERATEX	74-180,817	1,854,383
33. MAKE YOUR CURLS UNMISTAKABLY CARE FREE	73-540,772	1,376,792
34. MISS COOL	73-782,463	1,569,103
35. MIZANI	74-103,116	1,775,670
36. MOISTURFUSE	74-516,564	1,988,957
37. NEUTRA LOCK	74-088,756	1,666,373
38. NOURISHMENT	74-221,852	1,864,472
39. NUTRIMANT	73-550,010	1,393,711



**L'Oreal USA, Inc.**  
**U.S. Trademark Schedule**  
**Page 2**

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>REG. NUMBER</u>
40. OPTI-CLEANSE	73-549,992	1,394,581
41. OPTI-SET	73-549,991	1,394,580
42. OPTIFIX	74-078,217	1,644,205
43. OPTIMUM	74-666,964	2,319,623
44. OPTIMUM CARE	74-056,334	1,640,161
45. OPTIMUM CONDITIONING	73-522,561	1,399,112
46. OPTIMUM CRYSTAL COLOR	75-349,083	2,309,693
47. OPTIMUM RX	76-002,773	2,497,902
48. OPTIMUM RX	75-560,217	2,627,068
49. OPTIMUM STYLING TOOLS	75-495,739	2,392,021
50. PHORMULA-7	78-179,335	
51. PURIPHYING	74-410,812	1,864,481
52. QHO	72-466,890	992,122
53. REPARATEX	73-549,990	1,394,579
54. ROOTS OF NATURE	74-670,683	1,969,895
55. ROOTS OF NATURE	74-555,745	2,003,480
56. SHOP TALK	73-499,558	1,334,253
57. SNAP BACK	73-540,773	1,379,969
58. SOFT SHEEN	74-666,963	2,253,881
59. SOFT SHEEN	72-246,381	830,742
60. SOFT SHEEN KARIZMA CRÈME COLOR	76-021,617	2,477,702
61. SOLAR GLOSS	75-508,208	2,396,293
62. SPORTIN' WAVES	74-177,155	1,698,694
63. SPORTIN' WAVES	73-477,267	1,352,327
64. SPRADIANCE	75-015,752	2,084,759
65. SSS Logo	73-637,931	1,458,931
66. SS Logo	73-550,008	1,382,000
67. SS Logo	73-442,368	1,316,435
68. SYNTHESIS III	73-549,993	1,463,220
69. TENDER CARE	74-331,217	1,864,144
70. THE SECOND GENERATION	73-535,930	1,368,566
71. THERMASTRENGTH	76-287,678	2,595,970
72. THERMELASTIC	74-415,341	1,827,991
73. THERMOTONIC	74-721,871	2,130,970
74. TRUEST COLOR	75-403,091	2,260,578

**L'Oreal USA, Inc.**  
**U.S. Trademark Schedule**  
**Page 3**

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>REG. NUMBER</u>
75. VERSI-CARE	73-401,362	1,279,503
76. VERSI-CURL	73-401,398	1,277,734
77. VITAFUSE	73-508,648	1,376,780
78. VITAPLEX	73-550,009	1,412,868
79. WAVE NOUVEAU	73-712,795	1,553,407
80. WAVITROL III	73-486,028	1,379,935
81. WRAP HUMECTANT	74-084,491	1,661,387
82. MISC. DESIGN (HAIR FOLLICLE)	75-873,606	2,571,963
83. MISC. DESIGN (GLOBE)	75-560,218	2,325,677
84. MISC. DESIGN (SS LOGO)	75-051,312	2,244,830
85. MISC. DESIGN (MIZANI LOGO)	74-436,797	1,847,540
86. MISC. DESIGN (SSS LOGO)	74-319,307	1,837,320

**L'Oreal USA, Inc.**  
**Caribbean Trademark Schedule**

Jamaica	BABY LOVE	3/3619	B32,351	Registered
Antigua & Barbuda	BREAKTHRU	5637	5637	Registered
Bahamas	BREAKTHRU	22217		Pending
Barbados	BREAKTHRU		81/12747	Registered
Bermuda	BREAKTHRU		31217	Registered
Jamaica	BREAKTHRU	3/3998	35952	Registered
Puerto Rico	BREAKTHRU	47,519		Pending
Trinidad & Tobago	BREAKTHRU		30168	Registered
Antigua & Barbuda	CARE FREE CURL		2652	Registered
Bahamas	CARE FREE CURL		11688	Registered
Barbados	CARE FREE CURL		81/3196	Registered
Jamaica	CARE FREE CURL		B24772	Registered
Puerto Rico	CARE FREE CURL		27749	Registered
Puerto Rico	CARE FREE CURL		27748	Registered
Trinidad & Tobago	CARE FREE CURL		16301	Registered
Virgin Islands (US)	CARE FREE CURL		6850	Registered
Jamaica	CARE FREE CURL AND DEVICE		B25045	Registered
Trinidad & Tobago	CARE FREE SOFT SHEEN		16300	Registered
Antigua & Barbuda	HAIR FOLLICLE LOGO	5670	5670	Registered
Bahamas	HAIR FOLLICLE LOGO	22449	22449	Registered
Barbados	HAIR FOLLICLE LOGO		81/15068	Registered
Bermuda	HAIR FOLLICLE LOGO		31383	Registered
Jamaica	HAIR FOLLICLE LOGO	3/4051	36,966	Registered
Trinidad & Tobago	HAIR FOLLICLE LOGO	30430	30430	Registered
Anguilla	OPTI	3633		Pending
Aruba	OPTI	IM-021128.23		Pending
Bermuda	OPTI	34788		Pending
Dominica	OPTI	101/2002		Pending
Jamaica	OPTI	43050		Pending
Netherlands Antilles	OPTI	D-200884		Pending
St. Kitts-Nevis	OPTI	5321		Pending
St. Lucia	OPTI	410/2002		Pending
Trinidad & Tobago	OPTI	33528		Pending
Turks & Caicos	OPTI	13005		Pending
Antigua & Barbuda	OPTIMUM		2706	Registered
Aruba	OPTIMUM	IM-020618.13		Pending
Bahamas	OPTIMUM		11687	Registered
Barbados	OPTIMUM	81/124	81/124	Registered
Bermuda	OPTIMUM	34205		Pending
Dominican Republic	OPTIMUM	2002-172247		Pending
Jamaica	OPTIMUM	42311		Pending
Netherlands Antilles	OPTIMUM	D-200353		Pending
Puerto Rico	OPTIMUM		27519	Registered
St. Lucia	OPTIMUM	212/2002	212/2002	Registered
Trinidad & Tobago	OPTIMUM	32922		Pending
Turks & Caicos	OPTIMUM	12791	12791	Registered
Jamaica	OPTIMUM CONDITIONING	3/2361	B35,409	Registered
Antigua & Barbuda	SOFT SHEEN		2651	Registered
Bahamas	SOFT SHEEN		11689	Registered

Barbados	SOFT SHEEN		81/3195	Registered
Jamaica	SOFT SHEEN		36019	Registered
Jamaica	SOFT SHEEN		30721	Registered
Jamaica	SOFT SHEEN + SS LOGO		28300	Registered
Virgin Islands (US)	SOFT SHEEN		6854	Registered
Antigua & Barbuda	SOFT SHEEN KARIZMA CREME COLOUR	5872	5872	Registered
Bahamas	SOFT SHEEN KARIZMA CREME COLOUR	23205		Pending
Barbados	SOFT SHEEN KARIZMA CREME COLOUR	81/12134		Pending
Bermuda	SOFT SHEEN KARIZMA CREME COLOUR	32070	32070	Registered
Jamaica	SOFT SHEEN KARIZMA CREME COLOUR	3/4166	38,014	Registered
Puerto Rico	SOFT SHEEN KARIZMA CREME COLOUR	53,291		Pending
Trinidad & Tobago	SOFT SHEEN KARIZMA CREME COLOUR	31054	31054	Registered
Antigua & Barbuda	SPORTIN' SHADES	5873	5873	Registered
Bahamas	SPORTIN' SHADES	23225		Pending
Barbados	SPORTIN' SHADES		81/14472	Registered
Bermuda	SPORTIN' SHADES	32069	32069	Registered
Jamaica	SPORTIN' SHADES	3/4154	B38,234	Registered
Trinidad & Tobago	SPORTIN' SHADES	31069		Pending
Antigua & Barbuda	SS LOGO		2708	Registered
Bahamas	SS LOGO		11690	Registered
Barbados	SS LOGO		81/125	Registered
Bermuda	SS LOGO		11109	Registered
Jamaica	SS LOGO (LARGE)		B22486	Registered
Jamaica	SS LOGO (SMALL)		B22574	Registered
Puerto Rico	SS LOGO		27517	Registered
Virgin Islands (US)	SS LOGO		6852	Registered
Antigua & Barbuda	SYNTHESIS III		2707	Registered
Bahamas	SYNTHESIS III		11691	Registered
Barbados	SYNTHESIS III		81/126	Registered
Bermuda	SYNTHESIS III		10815	Registered
Jamaica	SYNTHESIS III		30721	Registered
Puerto Rico	SYNTHESIS III		27518	Registered

**EXHIBIT B**

**Copyrights**

Any and all copyrightable works owned by Assignor that are used exclusively or predominantly in connection with the Trademarks listed on Exhibit A.