

RECORDATION FORM
TRADEMARK

05-30-2003



To the Honorable Commissioner of Patents and Trademarks: Please

102460399

1. Name of conveying party(ies): **5-28-03**
Freeman Beauty Store Holdings LLC

- Individual(s)
- General Partnership
- Corporation
- Other **a California limited liability company**

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving parties:

PureBeauty, Inc.
a Delaware corporation
16030 Ventura Boulevard
Suite 320
Encino, California 91436

If Assignee is not domiciled in the United States, a domestic representative designation is attached yes no

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 14, 1999

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

A. Trademark Application No(s):

B. Trademark Registration No(s) **2,411,881 and 2,553,294**

Additional numbers attached? Yes No

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

Rod S. Berman, Esq.
Jeffer, Mangels, Butler & Marmaro LLP
Tenth Floor
2121 Avenue of the Stars
Los Angeles, California 90067-5010

6. Total number of applications and registrations involved in this request for correction: **[2]**

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

Enclosed

Any additional fees which may be required are authorized to be charged to Deposit Account No. 10-0440.

8. Deposit account number:

(Attach a duplicate copy of this page if paying by deposit account)

05/29/2003 DBYRME 00000093 2411881

01 FC:0521
02 FC:0522

40.00 OP
25.00 OP

DO NOT USE THIS SPACE

9. 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.

Victor K. Sapphire
Name of Person Signing

Signature

May 21, 2003
Date

Total number of pages including cover sheet, attachments, and document: **[6]**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 11:00 AM 01/10/2000
 001012634 - 3125978

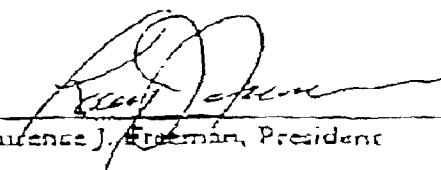
**CERTIFICATE OF MERGER
 OF
 PUREBEAUTY, INC.
 (A DELAWARE CORPORATION)
 AND
 FREEMAN BEAUTY STORE HOLDINGS LLC
 (A CALIFORNIA LIMITED LIABILITY COMPANY)**

It is hereby certified that:

1. The constituent business entities participating in the merger herein certified are:
 - (a) PureBeauty, Inc., a Delaware corporation; and
 - (b) Freeman Beauty Store Holdings LLC, a California limited liability company.
2. An Agreement and Plan of Reorganization and Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent entities in accordance with the provisions of Section 264 of the Delaware General Corporation Law, to wit, by PureBeauty, Inc., a Delaware corporation, and Freeman Beauty Store Holdings LLC, a California limited liability company.
3. The name of the surviving entity in the merger herein certified is PureBeauty, Inc., a Delaware corporation, which will continue its existence as said surviving entity under its present name upon the effective date of said merger pursuant to the provisions of the Delaware General Corporation Law.
4. The Certificate of Incorporation of PureBeauty, Inc., a Delaware corporation, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving entity until amended and changed pursuant to the provisions of the Delaware General Corporation Law.
5. The executed Agreement of and Plan of Reorganization and Merger between the aforesaid constituent business entities is on file at the principal place of business of the aforesaid surviving entity, the address of which is as follows:

1990 Westwood Boulevard
 Suite 260
 Los Angeles, California 90025
6. A copy of the aforesaid Agreement and Plan of Reorganization and Merger will be furnished by the aforesaid surviving entity, on request, and without cost, to any member of the California limited liability company or any stockholder of the surviving Delaware corporation.
7. The Merger is upon filing of this Certificate of Merger.

Executed on this 14th day of December, 1999.


 Laurence J. Freeman, President

07/01/02 MON 08:48 [TX/RX NO 52111

**TRADEMARK
 REEL: 002742 FRAME: 0378**

AGREEMENT AND PLAN OF REORGANIZATION AND MERGER

THIS AGREEMENT AND PLAN OF REORGANIZATION AND MERGER (the "Merger Agreement") is made and entered into as of this 14th day of December, 1999, by and among Freeman Beauty Store Holdings LLC, a California limited liability company ("Freeman"), PureBeauty, Inc., a Delaware corporation (the "PureBeauty"), and Freeman Beauty Store Holdings II, LLC, a Delaware limited liability company ("Parent"), and Laurence J. Freeman with reference to the following facts:

RECITALS

A. Parent is a limited liability company duly organized and existing under the Delaware Limited Liability Company Act.

B. Freeman is a limited liability company duly organized and existing under the laws of the State of California.

C. PureBeauty is a corporation duly organized and existing under the laws of the State of Delaware.

D. Parent and Laurence J. Freeman are the holders of all the membership interests of Freeman.

E. Freeman is the sole stockholder of PureBeauty.

F. The members of Freeman and the members of Parent have determined that it is advisable and in its best interests to consolidate the ownership interests in each of Freeman and PureBeauty by merging Freeman with and into PureBeauty upon the terms and subject to the conditions of this Merger Agreement for the purpose of effecting the reorganization in the State of Delaware.

G. The members of Freeman, the members of Parent, and the Board of Directors of PureBeauty have by resolutions duly adopted on December 14, 1999, approved and adopted this Agreement.

AGREEMENT

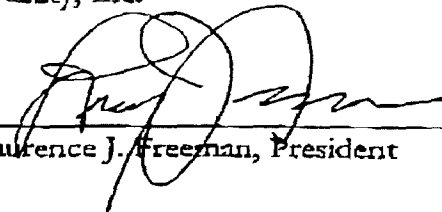
NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, each of the parties to this Agreement (the "Parties") hereby agree as follows:

1. Merger. In accordance with Section 264 of the Delaware General Corporation Law (the "Law") on the Effective Date (as defined herein), Freeman shall be merged with and into PureBeauty pursuant to the terms and conditions set forth herein (the "Merger"), effective as of and at the Effective Time (as defined herein).

2. **Filing of Certificate of Merger.** As soon as practicable, but in no case later than 20 days following the date of this Agreement, the Parties will cause to be executed and filed the Certificate of Merger as prescribed by Section 264 of the Law. As soon as practicable thereafter, if necessary, the Parties will cause the Certificate of Merger to be filed of record in the appropriate public office within the State of California to give effect to the Merger in such state and to effect the transfer of all assets and liabilities of Freeman to PureBeauty.
3. **Effective Date.** The date on which the Merger shall become effective is the date on which the Certificate of Merger is filed with the Delaware Secretary of State (the "Effective Date"). The time at which the Certificate is filed is referred to herein as the "Effective Time".
4. **Separate Existence.** The separate existence of Freeman shall cease at the Effective Time.
5. **Surviving Entity, Name.** PureBeauty (sometimes referred to herein as the "Surviving Entity") shall survive the Merger and will continue to carry on its business after the Effective Time as a Delaware limited liability company under the name "PureBeauty, Inc."
6. **Certificate of Incorporation; Bylaws.** The certificate of incorporation of PureBeauty in effect immediately prior to the Effective Time shall be the certificate of formation of the surviving entity after the Merger and shall continue in full force and effect without further change or amendment until thereafter amended in accordance with the provisions thereof and applicable law. The bylaws of PureBeauty in effect immediately prior to the Effective Time shall constitute the bylaws of the surviving entity without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.
7. **Cancellation of Interests.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, all of the membership interests of Freeman owned by the members thereof, and outstanding immediately prior to the Effective Time shall be cancelled, and all of the issued and outstanding shares of stock of PureBeauty owned by Freeman immediately prior to the Merger shall be treated as issued in the name of the members of Freeman immediately after the Merger.
8. **Further Assurances.** Each of the Parties hereto hereby covenants and agrees that it will use its respective best efforts to cause the conditions set forth herein to be satisfied on or before the Effective Date. Each Party hereto shall execute, acknowledge and deliver such agreements, documents, instruments and other writings, and otherwise do all such acts and things, as the requesting Party may reasonably require in order to carry out and effectuate the purposes of this Agreement and the transactions covered and contemplated hereby.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

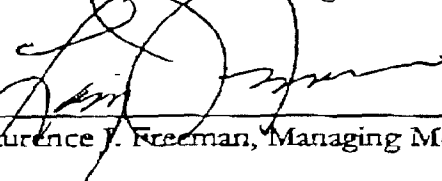
IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date first above written.

PureBeauty, Inc.

By: 

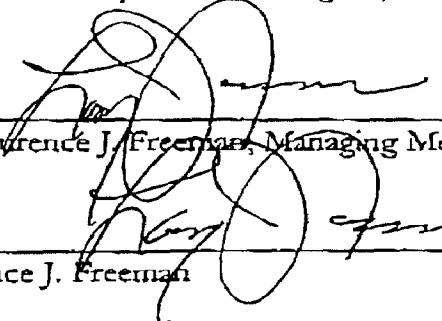
Laurence J. Freeman, President

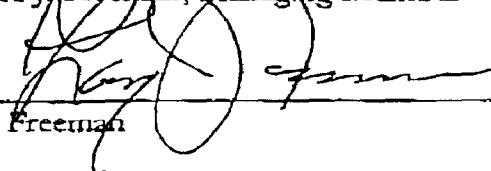
Freeman Beauty Store Holdings LLC

By: 

Laurence J. Freeman, Managing Member

Freeman Beauty Store Holdings II, LLC

By: 

Laurence J. Freeman, Managing Member


Laurence J. Freeman

CORPORATION OR LIMITED LIABILITY COMPANY ASSUMPTION OF TAX LIABILITY

The Assumption of Tax Liability

of (1) Freeman Beauty Holdings, LLC)
)
) A corporation) 1571852
) Corporation No.
 by (2) PureBeauty, Inc.)
)
) A corporation or LLC) 2205669
) Corporation No. or LLC File No.

incorporated, organized, or qualified to do business within the State of California, unconditionally agrees to file with the Franchise Tax Board all returns and data that is required and unconditionally agrees to pay in full all tax liabilities, penalties, interest and fees of (1) _____

Freeman Beauty Holdings, LLC ;

(2) PureBeauty, Inc.
 Exact Corporation or LLC Name

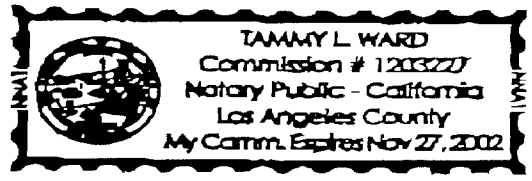
 Signature and Title of Officer

State of California
 County of Los Angeles

On Dec. 23, 1999 before me, Tammy L. Ward a Notary Public in
 and for said State, personally appeared Brett Marc Sheritzon

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: Tammy L. Ward
 Name: Tammy L. Ward
 (typed or printed)



FOR INFORMATION CONCERNING COMPLETION OF THIS PAGE, PHONE (916) 845-4124