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07-24-2003

Form PTO-1594 (Rev. 03/01) **7-24-03 R**
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

David Daniel and Danny Haile

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

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

3. Nature of conveyance:

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

Execution Date: July 22, 2003

2. Name and address of receiving party(ies)

Name: The Ryzman Family Partnership

Internal Address: _____

Street Address: 2220 Gaspar Avenue

City: Los Angeles State: CA Zip: 90040

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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) 78/266106
78/027845
78/266137

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Mark Kremer

Internal Address: _____

Street Address: 3130 Wilshire Blvd.

Suite 500

City: Santa Monica State: CA Zip: 90403

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 032665

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

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.

Mark Kremer

Name of Person Signing

Mark

Signature

7/23/03

Date

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

07/24/2003 6TON11 00000000 032665 78266106

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

01 FC:8521 40.00 DA
02 FC:8522 50.00 DA

TRADEMARK
REEL: 002784 FRAME: 0505

DEED OF ASSIGNMENT

WHEREAS, David Daniel, a citizen of the United States of America, residing at 920 Windy Ridge Road, Corona, California, U.S.A., and Danny Haile, a citizen of the United States of America, residing at 12852 Larrylyn Drive, La Mirada, California, U.S.A. ("Assignors") are the owners of the trademarks (the "Trademarks") and registrations thereof listed on Schedule A attached.

WHEREAS, The Ryzman Family Partnership ("Assignee") a partnership organized and existing under the laws of the State of California and having its principal place of business at 2220 Gaspar Avenue, Los Angeles, California, U.S.A., is desirous of acquiring all the right, title and interest in and to the Trademarks and the pending application and/or registration thereof and the goodwill of the business pertaining thereto.

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Assignors assign this Trademarks effective July 22, 2003 as follows:

1. GRANT OF RIGHTS:

Assignors irrevocably grant, sell, transfer, assign and deliver to buyer, all right, title and interest of every kind and character throughout the world to the Trademark, the registrations and applications for registration thereof, and the goodwill of the business pertaining thereto, including without limitation, the benefit of any and all agreements, assignments and other documents entered into by Assignors regarding the Trademark, all results and proceeds of any contracts relating to the Trademark, all documents regarding such right, title and interest in the Trademark, all damages from any infringement thereof past, present or future, and any and all such rights which may later arise, be created or be acquired by Assignors, it being acknowledged and understood that it is the intention of this assignment is to confer upon Assignee a full and complete ownership of the Trademark for their life, or any term, allowed by law.

2. RIGHTS AND OBLIGATIONS:

(a.) Assignors appoint Assignee as their irrevocable attorney in fact with the right but not the obligation to enforce and protect all rights, licenses and privileges and property granted under the Trademark to prevent any infringement of them, and to litigate, collect and receive compensation for all damages arising from any infringement at any time of rights, licenses or privileges of the Trademark. Assignors agree to cooperate with Assignee in any such suit or action so instituted by Assignee.

(b.) Assignors agree to execute and deliver and cause to be executed and delivered to Assignee, any and all documents and instruments, in form and substance reasonably satisfactory to Assignee and its counsel, necessary to effect and complete the transfer; grant or sale to Assignee of all rights or property acquired or intended to be acquired by Assignee under this Agreement.

(c.) Assignee, its successors and assigns are empowered to do all things and acts necessary in the name of Assignee to enforce, prosecute or register all rights of the Trademarks or otherwise granted hereunder. Assignee is specifically empowered but not obligated to secure such rights in its own name. Assignee is authorized and appointed attorney in fact of and for Assignors to make, execute, and deliver any and all documents, certificates and other instruments in obtaining, securing and extending any of the rights, registrations, licenses, certificates or other filings for the Trademarks, so long as such documents do not create any liabilities or obligations for Assignors.

ASSIGNORS: DAVID DANIEL

DANNY HAILE

Signed: David Daniel

Signed: Danny Haile

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On July 22 103, before me, Michael M Fenig, a Notary Public in and for said County and State, personally appeared David Daniel, and Danny Haile, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] (SEAL)



ASSIGNEE: THE RYZMAN FAMILY PARTNERSHIP

By: [Signature]
Zvi Ryzman
Title: Managing Partner

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On July 22/03, before me, Michael M Fenig, a Notary Public in and for said County and State, personally appeared ZVI RYZMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] (SEAL)



Schedule A

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
EZFLOW	Australia	958764	20-Jun-2003	N/A	N/A
EZ-FLOW NAIL SYSTEMS	Benelux				
EZFLOW	European Community	New Application			
EZ FLOW	Japan	10062524	22-Jul-1998	4302904	6-Aug-1999
EZFLOW	Switzerland	2003 52242	24-Jun-2003	N/A	N/A
EZFLOW	Norway	200305650	18-Jun-2003	N/A	N/A
EZFLOW	New Zealand	New Application			
EZFLOW	Poland	Z-266506	23-Jun-2003	N/A	N/A
EZFLOW	Ukraine	New Application			
EZFLOW	United Kingdom	2335066	17-Jun-2003	N/A	N/A
EZFLOW	U.S.A.	78/266106	23-Jun-2003	N/A	N/A
EZFLOW NAIL SYSTEMS	U.S.A.	78/027845	27-Sep-2000	N/A	N/A
(Design only - Butterfly Logo)	U.S.A.	78/266137	23-Jun-2003	N/A	N/A
EZ FLOW	South Korea				
EZ FLOW	South Korea				
EZ FLOW NAIL SYSTEMS	South Korea				
EZFLOW	Worldwide				
EZFLOW NAIL SYSTEMS	Worldwide				
(Design only - Butterfly Logo)	Worldwide				
Q Monomer Acrylic Liquid	Worldwide				
A Polymer Acrylic Powder	Worldwide				
Competition Acrylic Powder	Worldwide				
Nail Primer	Worldwide				
EZ Bond	Worldwide				
UV 30 Ultra Violet Top Coat	Worldwide				
Dissolve Brush Cleaner	Worldwide				
Artist Collection	Worldwide				
Rainbow Color Drops	Worldwide				
Boogie Nights Glitter Acrylic	Worldwide				