

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ms. Jennifer Lopez		01/27/2004	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	GLOW ACQUISITION COMPANY, LLC		
Street Address:	c/o Murphy & Kress, Inc., 2401 Main Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2288023	GLOW KIT	
CORRESPONDENCE DATA			
Fax Number:	(212)318-6847		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-318-6037		
Email:	rls@paulhastings.com		
Correspondent Name:	Robert L. Sherman		
Address Line 1:	75 E. 55th Street		
Address Line 2:	Paul, Hastings, Janofsky & Walker LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38310.00006		
NAME OF SUBMITTER:	Jennifer Shmulewitz		
Total Attachments: 2			
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ASSIGNMENT

This ASSIGNMENT from JENNIFER LOPEZ, an individual ("Assignor"), to Glow Acquisition Company, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignee"), is entered into and effective as of the date first written below.

WITNESSETH

WHEREAS, Assignor owns all right, title and interest in and to the trademark GLOW KIT, including United States Trademark Registration No. 2,288,023 for, among other things, "cosmetics sold separately and as a kit, namely, alpha hydroxy acid skin creams, facial cleansing lotions, and skin creams containing vitamin A derivatives," (the "Registration") and the goodwill corresponding thereto (the "Mark").

WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to assign to Assignee, any and all of Assignor's right, title and interest in and to the Mark and the goodwill of the business associated with the Mark, together with the right to recover for any past, present and future infringements and violations thereof.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, her entire right, title and interest in and to the Mark, including United States Trademark Registration No. 2,288,023 therefor, and the goodwill of the business associated with the Mark, together with the right to recover for any past, present and future infringements and violations thereof.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, her legal representatives and assigns shall do all lawful acts, including

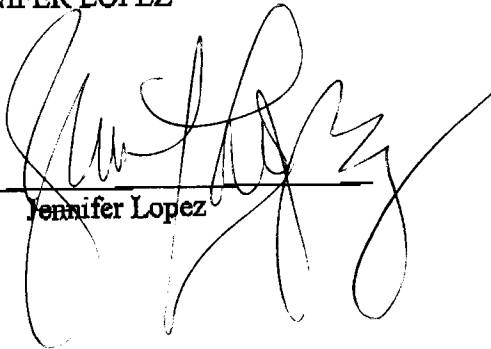
the execution of documents that may be necessary or desirable for maintaining, renewing or enforcing United States Trademark Registration No. 2,288,023, and for vesting title to the Mark in Assignee, its successors, assigns and legal representatives or nominees.

Assignor represents and warrants that she has not granted and will not grant to others any rights inconsistent with the rights granted herein.

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

JENNIFER LOPEZ

Dated: 1-27, 2004

By: 
Jennifer Lopez