

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILLEM F VAN CALSEM IV		03/21/2003	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	BILL W WENDEL
Street Address:	824 ROYAL STREET
City:	NEW ORLEANS
State/Country:	LOUISIANA
Postal Code:	70116
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	AMY D VAN CALSEM WENDEL
Street Address:	824 ROYAL STREET
City:	NEW ORLEANS
State/Country:	LOUISIANA
Postal Code:	70116
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1191491	HOVE
Registration Number:	1601738	CARNAVAL
Registration Number:	1929908	RUE ROYALE
Registration Number:	1327877	LOUIS QUATORZE
Registration Number:	1600211	FASCINATOR

CORRESPONDENCE DATA

Fax Number: (504)525-7827
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 5045257827

OP \$140.00 1191491

Email: hove@bellsouth.net
Correspondent Name: BILL W WENDEL
Address Line 1: 824 ROYAL STREET
Address Line 4: NEW ORLEANS, LOUISIANA 70116

NAME OF SUBMITTER:

BILL W WENDEL

Total Attachments: 9

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ASSIGNMENT OF TRADE NAME

UNITED STATES OF AMERICA

**BY: BARBARA ANN DOWNS wife of/and
WILLEM F. VAN CALSEM, IV.**

STATE OF LOUISIANA

**TO: AMY D. VAN CALSEM, wife of/and
BILL W. WENDEL**

PARISH OF JEFFERSON

BE IT KNOWN, that on this 21st day of the month of March, in the year of our Lord, two thousand three (2003), and of the Independence of the United States of America, the two hundred and twenty-seventh (227th);

BEFORE ME, the undersigned, a Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

BARBARA ANN DOWNS, wife of/and WILLEM F. VAN CALSEM, IV, Social Security Nos. 434-66-3730 and 383-30-2841 respectively, both persons of the full age of majority and residents of and domiciled in the Parish of Orleans, State of Louisiana, who declared unto me, Notary, under oath, as follows:

BARBARA ANN DOWNS VAN CALSEM declared that she has been married twice, first to Ricardo T. Valle, from whom she was divorced in 1988, and secondly to Willem F. Van Calsem, IV, with whom she is presently living and residing; and

WILLEM F. VAN CALSEM IV declared that he has been married three times, first to Barbara Fiend, from whom he was divorced in 1973, secondly to Julie Gay DeFazende Yokem Van Calsem, who is deceased, and thirdly to Barbara Ann Downs Van Calsem, with whom he is presently living and residing, and their mailing address is 824 Royal Street, New Orleans, Louisiana 70116; hereinafter referred to as "VENDOR",

who declare that, for value received, they do hereby assign, transfer, sell and deliver unto:

AMY D. VAN CALSEM, wife of/and BILL W. WENDEL, Social Security Nos. 426-25-6234 and 190-56-9260 respectively, both persons of the full age of majority and residents of and domiciled in the Parish of Orleans, State of Louisiana, who declared unto me, Notary, under oath, as follows:

AMY D. VAN CALSEM WENDEL declared that she has been married once and then to Bill W. Wendel, with whom she is presently living and residing; and

BILL W. WENDEL declared that he has been married twice, first to Laura Ann Lynch Wendel, from whom he was divorced and secondly to Amy D. van Calsem Wendel and they are presently living and residing together, and their mailing address is 824 Royal Street, New Orleans, Louisiana 70116 (hereinafter referred to as "PURCHASER");

here present accepting, and purchasing for the consideration stated in the Act of Credit Sale dated of even date hereof, all of the

VENDOR'S rights, title and interests in the trade name and trademarks and/or services marks, both state and federal, as well as any existing style of signage or logos, and style of stationary, and any and all goodwill associated therewith of the trade name of the Business known as **HOVE' PARFUMEUR, LTD.**, including but not limited to the following:

- | | |
|-------------------------|---------------------|
| HOVE® | LILAS D'AVRIL |
| AMBER ANTIQUE | LIMES DES BURAS |
| AZALEA | LOUIS QUATORZE® |
| BAYOU D'AMOUR | MAGNOLIA |
| BELLE CHASSE | MANTRAP |
| CABALLERO | MIRAGE |
| CAMELLIA | NAPOLEON |
| CARNATION | NICHOLAS I |
| CARNAVAL® | NUDE |
| CASA MIRO | PATCHOULI |
| CLOCHETTES DES BOIS | PETERSON M |
| CORDUROY | PIRATES GOLD |
| CREOLE DAYS | POIS DE SENTEUR |
| EASTER LILY | PURPLE VIOLET |
| EAU DE COLOGNE NAPOLEON | RADIANCE |
| ELAN D'ORANGE | ROSE CELESTE |
| EL CAPITAN | ROSE GERANIUM |
| FASCINATOR® | RUE ROYALE® |
| FLAME | SERANDE |
| GARDENIA | SPANISH MOSS |
| GINGER BLANC | SPRING FIESTA |
| GRANDEE | TEA OLIVE |
| HABANERA | TOUCHE' |
| HELIOTROPE | VALIANT |
| HONEYSUCKLE | VERVEINE |
| IMPERATRICE | VETIVERT |
| JASMIN | VOUS SOUVENEZ-VOUS? |
| KISS IN THE DARK | WHIRLWIND |
| LAVANDE | |

THUS DONE AND PASSED, on the day, month and year first aforesaid, in the presence of the undersigned competent witnesses of lawful age, who have signed their names with the said parties, and me, Notary, after due reading of the whole.

WITNESSES:

Alvin O. Ziegenfuss
Michael Sellers

Barbara Ann Downs Van Calsem
 BARBARA ANN DOWNS VAN CALSEM

Willem F. Van Calsem, IV.
 WILLEM F. VAN CALSEM, IV.

Amy D. Van Calsem Wendel
 AMY D. VAN CALSEM WENDEL

Bill W. Wendel
 BILL W. WENDEL

Donald A. Smith
 NOTARY PUBLIC

CREDIT SALE

UNITED STATES OF AMERICA

BY: BARBARA ANN DOWNS wife of/and
WILLEM F. VAN CALSEM, IV.

STATE OF LOUISIANA

TO: AMY D. VAN CALSEM, wife of/and
BILL W. WENDEL

PARISH OF JEFFERSON

BE IT KNOWN, that on this 21st day of the month of March, in the year of our Lord, two thousand three (2003), and of the Independence of the United States of America, the two hundred and twenty-seventh (227th);

BEFORE ME, the undersigned, a Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

BARBARA ANN DOWNS, wife of/and WILLEM F. VAN CALSEM, IV, Social Security Nos. 434-66-3730 and 383-30-2841 respectively, both persons of the full age of majority and residents of and domiciled in the Parish of Orleans, State of Louisiana, who declared unto me, Notary, under oath, as follows:

BARBARA ANN DOWNS VAN CALSEM declared that she has been married twice, first to Ricardo T. Valle, from whom she was divorced in 1988, and secondly to Willem F. Van Calsem, IV, with whom she is presently living and residing; and

WILLEM F. VAN CALSEM IV declared that he has been married three times, first to Barbara Fiend, from whom he was divorced in 1973, secondly to Julie Gay DeFazende Yokem Van Calsem, who is deceased, and thirdly to Barbara Ann Downs Van Calsem, with whom he is presently living and residing, and their mailing address is 824 Royal Street, New Orleans, Louisiana 70116; hereinafter referred to as "VENDOR",

who declared that they do, by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all the rights of actions of warranty which they have or may have against all preceding owners and vendors unto:

AMY D. VAN CALSEM, wife of/and BILL W. WENDEL, Social Security Nos. 426-25-6234 and 190-56-9260 respectively, both persons of the full age of majority and residents of and domiciled in the Parish of Orleans, State of Louisiana, who declared unto me, Notary, under oath, as follows:

AMY D. VAN CALSEM WENDEL declared that she has been married once and then to Bill W. Wendel, with whom she is presently living and residing; and

BILL W. WENDEL declared that he has been married twice, first to Laura Ann Lynch Wendel, from whom he was divorced and secondly to Amy D. van Calsem Wendel and they are presently living and residing together, and their mailing address is 824

TRADEMARK

REEL: 002807 FRAME: 0136

Royal Street, New Orleans, Louisiana 70116 (hereinafter referred to as "PURCHASER";

here present accepting, and purchasing for themselves, and their assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

The existing business (hereinafter referred to as "Business"), including but not limited to the trade name and trademarks and/or services marks of the Business known as **HOVE' PARFUMEUR, LTD.**, all of the outstanding stock of Hove' Parfumeur, Ltd., existing Business telephone number, together with any and all inventory, raw materials, stock, finished products, gift items, office furniture and fixtures, (including three walnut pharmacy cabinets, chandelier, show case and the like), accounts payable (routine supplies only) receivables as existing on March 31, 2003, the Business's database containing approximately 8,000 names of active and inactive customers, and any goodwill associated from the said Business, as provided hereinbelow.

The parties hereto declare that the said Business is being sold and purchased according to the following terms:

1. Purchaser has the right to use, and Vendor hereby assigns to Purchaser all rights to the trade name and trademarks and/or services marks of the Business known as "**HOVE' PARFUMEUR, LTD.**", as well as any existing style of signage or logos, and style of stationary.
2. Purchaser has the right to use, and Vendor hereby assigns to Purchaser the existing telephone number of the Business, (504) 525-7827.
3. Purchaser has the right to use, and Vendor hereby assigns to Purchaser the existing customer list and invoices of the Business, which is composed of 8,000 customers (active and inactive).
4. Vendor and Purchaser agree that Vendor shall retain all existing accounts receivable generated from the Business up through March 31, 2003.
5. Vendor agrees to pay all accounts payable owed to any supplier or any third party for amounts owed by Vendor's Business through March 31, 2003, and further agrees to pay all federal and state income taxes of the business, all payroll related taxes, including but not limited to federal and state withholdings, federal and state unemployment assessments, Social Security taxes, medicare, and any other lien or assessments for all employees assessed through March 31, 2003. If, after the date of sale, should any lien or assessment arise or perfect as a result of the Vendor's Business through March 31, 2003, Vendor agrees to take all steps necessary to clear said lien or assessment, and further agrees to relieve and release and hold Purchaser harmless from any and all liability and responsibility resulting therefrom.

TO HAVE AND TO HOLD the said described property herein conveyed unto the said Purchaser and assigns forever.

THIS SALE IS MADE AND ACCEPTED, for and in consideration of the price and sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS**, in part payment whereof the said Purchasers

have presently paid in ready current money unto said vendors the sum of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, the receipt whereof is hereby acknowledged and due acquittance granted therefor, and for the balance of said purchase price, to-wit the sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$225,000.00) DOLLARS, said purchasers have furnished one (1) Promissory Note, dated of even date herewith, for the sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$225,000.00) DOLLARS, payable to the order of **BARBARA ANN DOWNS VAN CALSEM and/or WILLEM F. VAN CALSEM, IV**, and payable at 824 Royal Street, New Orleans, Louisiana 70116, or at a different place if required by the Note Holder, bearing interest on the unpaid balance at the rate of seven (7%) percent per annum from date until paid, payable in eighty-four (84) consecutive monthly installments in the amount of THREE THOUSAND THREE HUNDRED NINETY-FIVE AND 85/100 (\$3,395.85) DOLLARS per month each, including principal and interest, the first installment being due one (1) month from date hereof, and continuing on the same day of each month thereafter until paid in full. In addition, all shares of **HOVE' PARFUMEUR, LTD.**, will be held in pledge by the Vendors until the above promissory note is paid in full. The Purchasers herein shall pay to the Note Holder a late charge of five (5%) percent of any monthly installment of principal and interest as provided in the note not received by the Note Holder within fifteen (15) days after such installment is due. The Purchasers herein may payoff the entire loan balance before maturity without incurring a prepayment penalty.

Which Note after having been paraphed "Ne Varietur" by me, Notary, for identification herewith, has been delivered unto the vendors, here present, who acknowledge due receipt thereof.

If on default, it should become necessary to place the said note in the hands of an attorney at law for collection or to institute suit for the recovery of the amount of said note or any part thereof, the said purchasers hereby bind and obligate themselves to pay the fees of the attorney at law who may be employed for that purpose, which fees are hereby fixed at ten (10%) per cent, on the amount due or sued for.

It is distinctly understood that if the purchasers herein become in arrears in the payments as hereinabove stipulated for thirty (30) days, it shall ipso facto and without demand or putting in default cause the hereinabove described promissory note to become immediately due and exigible and shall entitle the holder thereof to proceed to the collection of said note, or any part thereof that may then be due.

Now in order to secure the full and punctual payment of the said note at maturity, together with all interest, costs, attorney's fees and premiums of insurance, special mortgage and vendor's lien and privilege are hereby retained and granted in favor of said vendors and all future holder or holders of said note on the property herein conveyed, which the said purchasers bind themselves not to sell, alienate or in anywise encumber to the prejudice of this act.

The purchasers hereby **confess judgment** in favor of said vendors and such person or persons who may be the holder or holders of such Promissory Note for the full amount thereof, principal and interest, and together with all fees, costs, charges, expenses, insurance premiums, taxes and assessments that may become due, in accordance with the terms hereof, and consents, agrees and stipulates that in the event of the said Promissory Note is not punctually paid at its maturity, either fixed or determined as herein provided, or in the event any sum due hereunder is not paid when due, it shall be lawful for, and they do hereby authorize said vendors to cause all and singular the hereinabove described and herein mortgaged property to be seized and sold under executory or other legal process, issued by any competent court, without appraisement, purchaser hereby expressly waiving the benefit of appraisement of said property in the event of its seizure and sale under judicial process, as required by articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure; the three days' delay and notice to the debtor required by articles 2639 and 2721 of the Louisiana Code of Civil Procedure; the three days' delay required by articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and does further agree that in the event of any such

sale, the property may be sold, at the option of the mortgagee, either as a whole or in such lots and parcels as said mortgagee may choose.

The purchasers further declare that they do agree and stipulate as follows:

First: To keep the buildings and improvements on the above described property constantly insured against risk of loss by fire, wind, storm, tornado, or other hazard, and constantly insured against risk of loss by flood, in good and solvent insurance companies, up to the full insurable value of the buildings and improvements thereon, and to name the holder of the note as loss payee under said policies as their interest appears, said purchasers hereby authorizing said vendors, or any future holder or holders of above described note, to cause said insurance to be effected on their default, at a premium not exceeding current rates.

Second: To punctually pay when due, all taxes and assessments which may be levied on said mortgaged property, hereby authorizing said vendors to pay same on purchasers default.

Third: In the event the purchasers fail to effect the insurance above required, or to transfer and deliver the policies as above stipulated, or fail to pay taxes or assessments as above stipulated, and the vendors effect such insurance and pays the premiums due therefor, or pays the taxes or assessments above referred to, the amounts so paid by vendors shall immediately become due and payable by the purchasers to the vendor, with interest at the rate of seven (7%) percent, per annum until paid, and such amounts with interest as aforesaid shall be deemed a part of the debt secured by this Act; provided however, that none of the above provisions shall be construed as obligating the vendor to effect such insurance or pay the premiums thereof, or pay the taxes or assessments above referred to or as making the vendors liable for loss, damage or injury, in the event vendors fail to do so.

Fourth: In the event of the happening of any one or more of the following events, termed "events of default," to-wit (a) Default in the payment of the principal or interest of said note

when due; (b) Default in the performance by purchasers of any one of the above covenants and agreements relating to obtaining and transferring of insurance, delivery of policies and payment of taxes or assessments; (c) Application by the purchasers for a respite; (d) Voluntary application of the purchasers to be adjudicated a bankrupt; (e) Institution of proceedings against the purchasers to have them declared an involuntary bankrupt; (f) Institution of proceedings against purchasers seeking the appointment of a receiver or syndic; (g) Seizure of the property herein mortgaged or any portion thereof, under a writ of attachment, fieri facias or other legal process; then, the whole indebtedness hereby secured shall, at the option of the vendors, at once become due and payable.

The failure of the vendors to exercise any option to declare the maturity of the principal, or any other sums hereby secured, shall not be deemed a waiver of right to exercise such option or declare such maturity as to such past or any subsequent violation of said covenants or stipulations.

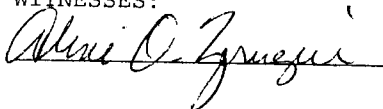
All covenants by purchasers in favor of vendors and all rights hereby conferred on vendor shall inure to the benefit of any present or future holder or holders of said note.

And now to these presents comes Amy D. van Calsem, wife of/and Bill W. Wendel, who do hereby waive, renounce and relinquish in favor of the holder or holders of the hereinabove described note, all homestead rights, claims or exemptions which are now or may be guaranteed by the Constitution and laws of the State of Louisiana.

The parties hereto do hereby waive the production of mortgage, conveyance and tax certificates, and relieve and release me, Notary, from any liability and responsibility in connection with the non-production of same.

THUS DONE AND PASSED, on the day, month and year first aforesaid, in the presence of the undersigned competent witnesses of lawful age, who have signed their names with the said parties, and me, Notary, after due reading of the whole.

WITNESSES:




BARBARA ANN DOWNS VAN CALSEM

Walter C. Allen

Willem F. Van Calsem, IV.
WILLEM F. VAN CALSEM, IV.

Amy D. Van Calsem Wendel
AMY D. VAN CALSEM WENDEL

Bill W. Wendel
BILL W. WENDEL

David A. Binkley
NOTARY PUBLIC