

09-11-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): SWEET LOOKS, LLC

9.9.03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: Talluleh, Inc. Internal Address:

Street Address: 131 N. La Cienega Blvd., #650

City: Los Angeles State: CA Zip: 90048

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State California, 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

3. Nature of conveyance:

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

Execution Date: April 19, 2003

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

A. Trademark Application No.(s) 76/182,027

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: Jennifer Kaufman

Internal Address:

Street Address: 131 N. La Cienega Blvd, #650

City: Los Angeles State: CA Zip: 90048

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Stefania A. Blackstock [Signature] Name of Person Signing Signature

7/17/03 Date

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

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40.00 DP

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

2003 SEP 19 AM 7:03 OPR/FINANCE

TRADEMARK REEL: 002822 FRAME: 0101

## TRADEMARK ASSIGNMENT

This Agreement is made and entered into on April 19, 2003, by and between Sweet Looks, LLC ("Assignor"), a California limited liability company with its principal place of business located at 2060 Paddington Drive, Park City, Utah 84060, and TALLULEH, INC. ("Assignee"), a California corporation with its principal place of business located at 131 N. La Cienega Boulevard, #650, Los Angeles, California 90048, on the other hand.

WHEREAS, Assignor, is the owner of the following that certain trademark and corresponding trademark applications identified as follows: (1) KISS MY TOES and Design, U.S. Trademark Application No. 76/182027 and (2) KISS MY TOES, California Trademark Registration No. 107288 (collectively the "Trademarks").

WHEREAS, Assignor wishes to sell and assign to Assignee all of its rights, title and interest in and to the Trademarks, and Assignee wishes to acquire from Assignor all the entire rights, title, and interest in and to the Trademarks.

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of \$1.00 payable upon Assignee's execution of this Agreement.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power, and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in and to the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

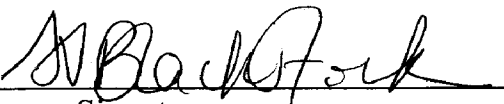
7. **Agreement to Perform Necessary Acts.** Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

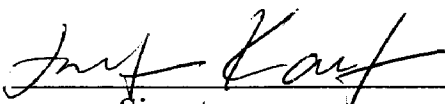
8. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the California, excluding the conflicts of law principles thereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect. In the event of any litigation between the parties, it is agreed that the sole venue for such litigation shall be in a court of convenient jurisdiction in Los Angeles County, California.

9. **Entire Agreement.** This Agreement is the complete and exclusive agreement of the parties with respect to the subject matter addressed herein, supercedes all prior and contemporaneous discussions, representations, and understandings regarding the matters herein, and shall survive the expiration or termination of any other agreement.

SWEET LOOKS, LLC  
"ASSIGNOR"

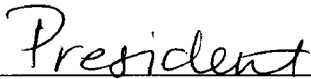
TALLULEH, INC.  
"ASSIGNEE"

  
Signature

  
Signature

  
Printed Name

Jennifer Kaufman  
Printed Name

  
Title

President  
Title

  
Date

Date

NOTARIZATION FORM

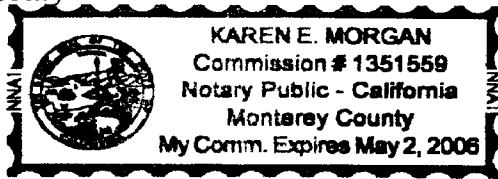
State of California

County of Los Angeles

On ~~May~~ <sup>July</sup> 7, ~~2002~~ <sup>2003</sup>, before me, KAREN MORGAN (notary), personally appeared Stefanie Blackstock personally known to me, 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.

(Seal)



Signature Karen Morgan  
Notary