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

To the Honorable Commissioner of Patents and Trademarks: Please return all documents or copy thereof.

1. Name of conveying party(ies):

Beauty Beat, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Sol Major and William Moskowitz

Internal

Address:

Street Address: 12233 Sherman Way

City: North Hollywood State: CA Zip: 91605

Individual(s) citizenship U.S. citizens

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: Sept. 2, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,638,419

Additional number(s) attached Yes No

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

Name: William C. Conkle

Internal Address: Conkle & Olesten, PLC

Street Address: 3130 Wilshire Blvd.

Suite 500

City: Santa Monica State: CA Zip: 90403

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40

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.

William C. Conkle

Name of Person Signing

Signature

Signature

Sept 9, 2003

Date

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

7

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

## **TRADEMARK ASSIGNMENT**

WHEREAS, BEAUTY BEAT, INC. ("ASSIGNOR"), a corporation organized and existing under the laws of the State of California and having its principal place of business at 12222 Sherman Way, North Hollywood, California, U.S.A.

WHEREAS, Assignor is the owner of the trademark described and identified on Schedule A attached hereto (the "Trademark").

WHEREAS, Sol Major and William Moskovits ("ASSIGNEE"), who are individuals and U.S. citizens, are desirous of acquiring all the right, title and interest in and to the Trademark and the registrations thereof and any pending applications therefor and the goodwill of the business pertaining thereto and to hold it as tenants in common.

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Assignor makes this Trademark Assignment as follows:

### **GRANT OF RIGHTS:**

ASSIGNOR irrevocably grants, sells, transfers, assigns and delivers to ASSIGNEE, all of its right, title and interest of every kind and character throughout the world to the Trademark and the goodwill of the business relating thereto, including

without limitation, the benefit and goodwill relating to the Trademark, all claims and right to damages for past infringements thereof or wrongs arising therefrom, all documents regarding such right, title and interest in the Trademark and any and all such rights which may later arise, be created or be acquired by ASSIGNOR, it being acknowledged and understood that it is the intention of this Trademark Assignment to confer upon ASSIGNEE and rights with respect to the Trademark previously held by ASSIGNOR and the same as would have been held and enjoyed by ASSIGNOR had this Trademark Assignment not been made.

**WARRANTIES:** ASSIGNOR represents and warrants:

- a. It holds sole ownership and title to the registration listed on Schedule A hereto for the Trademark and has not granted, transferred, encumbered or assigned in whole or in part, any right, title or interest in and to the Trademark to any other person except as previously disclosed in writing to ASSIGNEE or as excepted on the attached Schedule A.
- b. It is unaware of any marks presently infringing the Trademark or has disclosed in writing any such infringing marks to ASSIGNEE.
- c. It is unaware of any claims of infringement by the Trademark except as previously disclosed in writing to ASSIGNEE.

## **RIGHTS AND OBLIGATIONS:**

- a. **ASSIGNOR agrees 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 ASSIGNOR and its counsel, reasonably 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.**
  
- b. **In the event that ASSIGNOR does not comply with its obligations set forth in paragraph 3a. above, and upon not less than five business days prior written notice to ASSIGNOR, ASSIGNEE, its successors and assigns are empowered to do all things and acts necessary in the name of ASSIGNOR to enforce, prosecute or register all rights of the Trademarks or otherwise granted hereunder. ASSIGNEE is irrevocably authorized and appointed attorney in fact of and for ASSIGNOR 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 Trademark, in the event that ASSIGNOR does not comply with its obligations set forth in paragraph 3a. above, and upon not less than five business days prior written notice to ASSIGNOR, all such acts of ASSIGNEE**

as attorney in fact being hereby ratified and confirmed so long as such documents do not create any liabilities or obligations for ASSIGNOR.

**ASSIGNOR:**

Dated: 9/2/03

BEAUTY BEAT, INC.

By: *Sol Major*

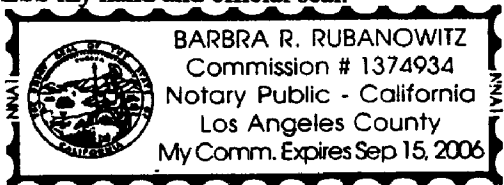
Name: SOL MAJER

Title: President

STATE OF CA )  
COUNTY OF Los Angeles )

On 9/2/03 before me, Barbra Rubanowitz, personally appeared, Sol Major ~~to me~~ 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.



**ASSIGNEE:**

Dated: 9/2/03

Signed: *Sol Major*  
Sol Major

Dated: 9/2/03

Signed: *William Moskowitz*  
William Moskowitz

STATE OF CA )  
COUNTY OF Los Angeles )

On Sept 2, 2003 before me, Barbra Rubanowitz, personally appeared, William Moskowitz, 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.



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared, \_\_\_\_\_, 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.



## SCHEDULE A

Trademark	Country	Classes	Application Number	Application Date	Registration Number	Registration Date
Bye Bye Blemish	USA	3	76/159842	11/03/00	2,638,419	10/22/02

4425.050\9867

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RECORDED: 09/12/2003

TRADEMARK  
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