

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
Nottingham-Spirk Design Associates, Inc.		04/16/2004	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Zuko, LLC
Street Address:	11310 Juniper Road
City:	Cleveland
State/Country:	OHIO
Postal Code:	44106
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76573613	FACIALIZER

CORRESPONDENCE DATA	
Fax Number:	(216)363-4607
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-363-4152
Email:	trademark@bfca.com
Correspondent Name:	Susan E. Clady
Address Line 1:	200 Public Square
Address Line 2:	2300 BP Tower
Address Line 4:	Cleveland, OHIO 44114-2378

ATTORNEY DOCKET NUMBER:	NOTTINGHAM-SPIRK
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NAME OF SUBMITTER:	Susan E. Clady
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OP \$40.00 76573613

ASSIGNMENT OF TRADEMARK

WHEREAS, Nottingham-Spirk Design Associates, Inc., an Ohio corporation ("Assignor"), with a place of business at 11310 Juniper Road, Cleveland, Ohio 44106, owns all right, title and interest in the trademark listed on the attached Schedule A (the "Trademark");

WHEREAS, Zuko, LLC, an Ohio limited liability company ("Assignee"), with a place of business at 11310 Juniper Road, Cleveland, Ohio 44106, is desirous of acquiring the Trademark, and the goodwill associated therewith;

NOW, THEREFORE, in consideration of the payment of ten dollars (\$10.00) by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

Assignor does hereby assign and transfer unto Assignee Assignor's entire and undivided right, title and interest in and to the Trademark, together with all the associated goodwill of its business symbolized thereby and all applications and registrations of the Trademark, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, including infringement of the Trademark, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns or other legal representatives.

IN WITNESS WHEREOF, this Assignment has been executed as of this 16th day of April, 2004.

NOTTINGHAM-SPIRK DESIGN ASSOCIATES, INC.

By: [Signature]
Name: JOHN SPIRK
Title: CO-PRESIDENT

STATE OF OHIO)
) ss:
COUNTY OF Cuyahoga)

On this 16th day of April, 2004, before me appeared John Spirk, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of Nottingham-Spirk Design Associates, Inc., with authority to do so.

SEAL

[Signature]
Notary Public
BRANDI BRANDEWIE
Notary Public - State of Ohio, Cuya. Cty.
My Commission Expires April 13, 2005

My commission expires on: 4-13-05

Assigning Party: Nottingham-Spirk Design
Associates, Inc.
Receiving Party: Zuko, LLC

SCHEDULE A

Trademark	Serial No.
FACIALIZER	Serial No. 76/573,613