

10-29-2003

10-27-03



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

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

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

1. Name of conveying party(ies): C.O. Bigelow Chemists, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other New York State Corporation Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Alchemy Cosmetics, Inc. Internal Address: Street Address: 414 Sixth Avenue City: New York State: NY Zip: 10011 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State New York [] 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: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 10/17/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/523907, 76/523903 76/523900, 76/523902 B. Trademark Registration No.(s) 2,336,510 Additional number(s) attached [] Yes [x] No

6. Total number of applications and registrations involved: 5

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Helen D. Reavis Internal Address: Scarola Reavis & Parent Street Address: 888 Seventh Avenue 45th Floor City: New York State: NY Zip: 10106

7. Total fee (37 CFR 3.41) \$ 200 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 203 OCT 27 AM 11:28 OPR/ FINANCE

DO NOT USE THIS SPACE

9. Signature. L. MUELLER 00000190 76523907 Helen D. Reavis 10/22/03 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 5

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

REFUND REF# 10/28/2003 L.MUELLER 131836 CHECK REFUND TOTAL: \$60.00

TRADEMARK REEL: 002852 FRAME: 0240

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of October 17, 2003, by C.O. Bigelow Chemists, Inc., a New York corporation having a principal place of business at 414 Sixth Avenue, New York, NY 10011 ("Assignor") to Alchemy Chemists, Inc., a New York corporation having a principal place of business at 414 Sixth Avenue, New York, NY 10011 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, and other marks, including but not limited to those set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:


Assignor does hereby transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or thereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the date of this Assignment, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

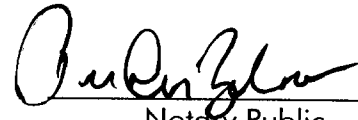
ASSIGNOR

By: 
Name: Ian J. Ginsberg
Title: President

ACKNOWLEDGMENT

STATE OF NEW YORK)
 :SS:
COUNTY OF NEW YORK)

On Oct 22, 2003 before me, the undersigned, personally appeared Ian J. Ginsberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Pearl Dresdner-Zelma
A Notary Public of New York
No. 01ZE6041506
Qualified in New York County
Commission Expires May 8, 2005

SCHEDULE I

1. Registrations

<u>MARK</u>	<u>Registration Number</u>	<u>Registration Date</u>
Alchemy	2,336,510	3/28/00

2. Applications

<u>MARK</u>	<u>Serial Number</u>	<u>Filing Date</u>
Alchemy plus logo	76/523,907	6/9/03
Alchemycosmetics.com	76/523,903	6/9/03
Better Looking Through Chemistry	76/523,900	6/9/03
Pure Transformations ·Everyday Solutions ·Real Women	76/523,902	6/9/03

3. Common Law Trademarks

Alchemy
Alchemy plus logo
Better Looking Through Chemistry
Pure Transformations Everyday Solutions Real Women