



12-03-2003



102613662

Docket No.:

APV72225

Tab settings → → →

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Michael Christopher Ltd.

11/26/03

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other _____

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: 10/25/03 & 11/17/03

2. Name and address of receiving party(ies):

Name: Fancl Corporation

Internal Address: 109-1.Iijima-cho, Sakae-ku,

Street Address: Yokohama-shi

City: Kanagawa Country: JAPAN Zip Code: 103-0023

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Japan
- Other _____

If assignee is not domiciled in the United States, a domestic designation is attached Yes N
(Designations must be a separate document from Additional name(s) & address(es))

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

A. Trademark Application No.(s)

73/183,226

B. Trademark Registration No.(s)

1,129,106

Additional numbers Yes No

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

Name: Anthony P. Venturino

Internal Address: _____

STEVENS, DAVIS, MILLER & MOSHER, LLP

Suite 850

Street Address: 1615 L Street N.W.

City: Washington State: DC ZIP: 20036

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:

19-4375

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.

Anthony P. Venturino

Name of Person Signing

Signature

Nov. 28, 2003

Date

Total number of pages including cover sheet, attachments, and

1

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002872 FRAME: 0164

Law Office: Post Registration
Mark: AVANTÉ
Reg. No.: 1,129,106

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK DIVISION: Post Registration

In re: Registration of
Fancl Corporation by Assignment from
Michael Christopher, Ltd.

Mark: AVANTÉ

Registration No.: 1,129,106

Registration Date: January 15, 1980

POWER OF ATTORNEY

The undersigned hereby appoints Anthony P. Venturino, Barth X. deRosa, James E. Ledbetter, Thomas P. Pavelko, and Peter N. Lalos, all members of a Bar, and the firm of Stevens Davis Miller Mosher LLP, 1615 L Street, NW, Suite 850, Washington, DC 20036 as its attorneys to transact all business in the Patent and Trademark Office in connection with this Registration, and to receive the certificate of renewal.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Anthony P. Venturino and the firm of STEVENS, DAVIS, MILLER & MOSHER, L.L.P. whose postal address is 1615 L Street, N.W., Suite 850, Washington, D.C. 20036 is hereby designated applicant's domestic representative upon whom notices or process in proceedings affecting the mark may be served.

FANCL CORPORATION

By Kenji Fujiwara
Kenji Fujiwara

Date November 17, 2003

Title Representative Director

ASSIGNMENT

WHEREAS, Michael Christopher, Ltd., a corporation incorporated under the laws of Illinois, domiciled and doing business at 11822 Mohican Drive, Algonquin, Illinois 60102-290, (hereinafter "Assignor"), is the present title owner of the trademark AVANTÉ and the United States federal trademark registration as registered with the United States Patent and Trademark Office:

Registration No. 1,129,106;

AND WHEREAS, Fancl Corporation, a corporation duly organized and existing under the laws of Japan, domiciled and doing business at 109-1, Iijima-cho, Sakae-ku, Yokohama-shi, Kanagawa, JAPAN, (hereinafter "Assignee"), is desirous of acquiring the right, title and interest in and to the trademark AVANTÉ and the United States federal trademark registration as registered with the United States Patent and Trademark Office:

Registration No. 1,129,106;

NOW THEREFORE, for \$5,000 in hand paid and other consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. The Assignor of these presents does, sell, assign, and transfer unto the Assignee, its successors and assigns, all right, title and interest in and to the said trademark and in and to U.S. Registration No. 1,129,106, together with that part of the goodwill of the Assignor's business in connection with the use of and symbolized by the said trademark.
2. The parties hereto agree that the Assignor shall retain the right to sue for past damages which accrue prior to the date of execution of this Assignment.
3. This Assignment shall endure in perpetuity unless earlier terminated by a writing signed by the parties hereto.
4. The parties hereto agree, upon request, to execute any and all documents and do all acts necessary to carry out the terms of this Assignment.
5. Assignor and Assignee each represents and warrants to the other that it has full right, power and authority to enter into and perform this Assignment, and this Assignment has been duly authorized, executed and delivered by it and constitutes its valid and binding agreement enforceable in accordance with its terms.

6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
7. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions hereof and this Assignment shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
8. This Assignment represents the parties' entire understanding and supersedes all previous representations, understandings or agreements, oral or written, between them with respect to the subject matter hereof; and cannot be modified except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Assignment in a set of four originals on the dates indicated below. The parties agree this Assignment is effective as of the date of execution by the first party to execute this agreement.

MICHAEL CHRISTOPHER, LTD.

By: Michael Amster

Print or Type Name: M MICHAEL AMSTER

Title: President

Date: 10-25-03

FANCL CORPORATION.

By: Kenji Fujiwara

Print or Type Name: Kenji Fujiwara

Title: Representative Director

Date: 11-17-2003