

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

APV72267

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.

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

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

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

Name: Fanel Corporation

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

Street Address: Yokohama-shi

City: Kanagawa Country: JAPAN Zip Code: 244-0842

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 Yes N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other To correct receiving party's zip code at Reel 002872/Frame 0164

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

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

A. Trademark Application No.(s)
73/183,226

Additional numbers

B. Trademark Registration No.(s)
1,129,106

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

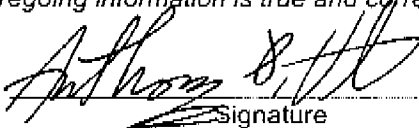
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-4375

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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

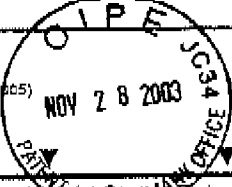
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FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0591-0027 (exp. 6/30/2005)
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TM05/REV03



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.

11/28/03

- 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: Fanci 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

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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

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Mail Stop Recordation Services
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TRADEMARK

REEL: 002931 FRAME: 0183

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: *M 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