


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	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): Creative Beauty Innovations, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Texas</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Premier Fulfillment, Inc.</u> Internal Address: _____ Street Address: <u>P. O. Box 589</u> City: <u>Keller</u> State: <u>TX</u> Zip: <u>76248</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Texas</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>12/31/2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ <u>See Attached Schedule</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Howison & Arnott, L.L.P.</u> Internal Address: _____ Street Address: <u>P. O. Box 741715</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75374-1715</u>	6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41)..... \$ <u>140.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>20-0780/CBIL-26675</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>John J. Arnott, Reg. 39,095</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>12/6/2004</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> 6 </div>		

OP \$140.00 1823642

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

12/6/2004

Assignment:

Page 1 of 1

Creative Beauty Innovations, Inc.
to
Premier Fulfillment, Inc.

Dated 12/31/2003

DOCKET	MARK	SERIAL NO.	FILE DATE	REG. NO.	REG. DATE
26766	CREDENTIALS	74/308,738	8/27/1992	1,823,542	2/22/1994
26724	CBI	75/417,154	1/13/1998	2,312,411	1/25/2000
26734	CREATIVE BEAUTY INNOVATIONS	75/417,566	1/13/1998	2,300,668	12/14/1999
26754	INNER RESOURCES/OUTER RESULTS	75/455,546	3/24/1998	2,346,033	4/25/2000
26747	I/O (Design)	78/199,898	1/3/2003	2,797,712	12/23/2003

TRADEMARK**REEL: 002987 FRAME: 0122**

BILL OF SALE

Effective Date: December 31, 2003

Seller: Creative Beauty Innovations, Inc., a Texas corporation

Seller's Mailing Address: 2055 Luna Road, Suite C, Carrollton, Texas 75006

Buyer: Premier Fulfillment, Inc., a Texas corporation

Buyer's Mailing Address: PO Box 589, Keller, Texas 76248

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Personal Property: All of Seller's right, title, and interest in and to the Assets (as such term is defined in that certain Asset Purchase Agreement dated December 31, 2003 (the "Purchase Agreement"), including, without limitation, the assets and properties set forth on Exhibit "A" which is attached hereto and incorporated by reference herein. Provided, however, the Assets shall not include any of the Excluded Assets (as such term is defined in the Purchase Agreement).

For value received, Seller sells and delivers the Personal Property to Buyer, and Buyer accepts such Personal Property, subject to and in accordance with, all of the terms and conditions of the Purchase Agreement, including without limitation, the representations and warranties set forth therein, all of which are incorporated by reference herein.

When the context requires, singular nouns and pronouns include the plural.

SELLER:

Creative Beauty Innovations, Inc.

Kenn Laye
By: Kenneth Laye, President

BUYER:

Premier Fulfillment, Inc.

Kenn Laye
By: Kenneth Laye, President

EXHIBIT "A"**ASSETS**

The Assets shall include, but not be limited to, the assets and properties of Seller described below:

(a) Cash and Cash Equivalents. All cash and cash equivalents and all securities and short term investments of Seller.

(b) Accounts and Receivables. (i) All accounts, accounts receivable, notes receivable, commissions receivable, and other receivables, and the full benefit of all security for same, and (ii) all claims, remedies and other rights related to any of the foregoing (collectively, the "Accounts"). Schedule I which is attached hereto is a complete and accurate list of all Accounts.

(c) Tangible Personal Property. All furniture, furnishings, equipment, machinery, inventory of all kinds (including raw materials and supplies, purchased and manufactured goods, goods in process, finished goods and goods in transit), vehicles, tractors, office equipment, computer hardware, materials, supplies, and all other tangible personal property of every kind and description, owned or leased by Seller (wherever located and whether or not carried on Sellers' books), all maintenance records and documents relating to any of the foregoing, and all warranties, representations and guarantees relating to any of the foregoing (the "Tangible Personal Property"). Schedule II which is attached hereto is a complete and accurate list of the Tangible Personal Property (the "Tangible Personal Property List").

(d) Permits. All Permits (including all pending applications therefor or renewals thereof) relating to the Business or all or any of the Assets.

(e) Proprietary Rights. All patents, trademarks, technology, know-how, data, copyrights, trade names, service marks, licenses, customer lists, processes, formulas, trade secrets, proprietary and technical information, and other intangible assets (including applications for registration or renewal) used in the conduct of the Business (the "Proprietary Rights").

(f) Goodwill. The goodwill and going concern value of the Business.

(g) Books and Records. All of Seller's books, records, papers, and instruments of whatever nature and wherever located, whether stored in or readable or accessible by computer or otherwise, that relate to the Business or the Assets or that are required or necessary in order for Buyer to conduct the Business from and after the Closing in the manner in which it is presently being conducted, including, without limitation, contracts, technical data, pricing and information manuals, sales literature, copies of accounting and financial records, maintenance and production records, research and development reports and records, service and warranty records, equipment logs, copies of personnel records, environmental records, customer lists and customer information, and vendor/supplier lists and vendor/supplier information.

(h) Contracts. All of Seller's rights in, to, and under licenses, purchase orders, contracts, and other agreements (and proposed agreements) of Seller.

(i) Insurance Benefits, Etc. All insurance benefits (including rights, claims, and proceeds) of Seller relating to all or any part of the Assets and, to the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, that Seller is entitled to enforce with respect to the Assets against Seller's predecessors in title to the Assets.

(j) Name. All right, title, and interest with respect to the name "Creative Beauty Innovations, Inc." and any names derived from or bearing a resemblance thereto and any related trademarks, trade names, service marks, logos, and other trade rights.

(k) Prepaid Expenses. All prepaid rentals and other prepaid expenses, deposits, and claims for refunds relating to any of the Assets or the Business.

(l) Other Property. All other or additional privileges, rights, interests, properties, and assets of Seller of every kind and description, tangible and intangible, and wherever located, used by Seller in the Business (other than the Excluded Assets).