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06-09-2004

FORM PTO-1594
(Rev. 6-93)

OFFICE OF PUBLIC RECORDS
RECORDATION



U.S. Department of Commerce
Patent and Trademark Office

OMB No. 0651-0011 (exp 4/94)

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FINANCE SECTION

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

<p>1. Name of conveying party(ies): Glo Limited, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State - <input checked="" type="checkbox"/> Other: <u>Arkansas limited liability company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Caleel + Hayden, L.L.C. Street address: 1810 Blake Street, Denver, CO 80202</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State: _____ <input checked="" type="checkbox"/> Other: <u>Delaware limited liability company</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Correct Recordation Cover Sheet to correct Assignee name on Reel/Frame 2856/0991</u> Execution Date: _____</p>	
<p>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____</p> <p>A. Trademark Application No.(s) Attorney Docket No.: 42421.820001.000 (0010) Serial No.: <u>76/158,518</u></p> <p>B. Trademark Registration No.(s): 2,531,785</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Name and Address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Wendy J. Pifher</u> Street Address: <u>Holland & Hart LLP</u> <u>90 S. Cascade Ave. Ste 1000</u> City: <u>Colorado Springs</u> State: <u>CO</u> Zip: <u>80903</u></p>	<p>6. Total number of applications and patents involved:</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>08-2623</u> (Attach duplicate copy of this page if paying by deposit account)</p>

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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.

Wendy J. Pifher Wendy J. Pifher 6/4/04
Name of Person signing Signature Date

Total number of pages including cover sheet, attachments and document: 13

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

~~05/21/2004~~
~~900008369~~

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Glo Limited, LLC		04/10/2004	LTD LIAB JT ST CO: ARKANSAS

RECEIVING PARTY DATA

Name:	Caleel-Hayden, LLC
Street Address:	1810 Blake Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2531785	GLO LIMITED

CORRESPONDENCE DATA

Fax Number: (719)634-2461
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 719-475-6465
Email: wpifher@hollandhart.com
Correspondent Name: Wendy J. Pifher
Address Line 1: 90 South Cascade Avenue
Address Line 2: Suite 1000
Address Line 4: Colorado Springs, COLORADO 80903

ATTORNEY DOCKET NUMBER:	42421.820001.000 (0010)
NAME OF SUBMITTER:	Wendy J. Pifher

Total Attachments: 14
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 source=GLO tm assignment#page2.tif
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OP \$40.00 2531785

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made effective and entered into as of this 10 day of April, 2004 ("Effective Date"), by and between Glo Limited, LLC, an Arkansas limited liability company located and doing business at 577 Millsap Road Fayetteville, AR 72703 ("Assignor") and Caleel + Hayden, L.L.C., a Delaware limited liability company located and doing business at 1810 Blake Street, Denver, CO 80202 ("Assignee"). Assignor and Assignee hereinafter may be referred to individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Assignor has adopted, used and is using the trademarks, trade names, corporate names, company names, business names, trade styles, service marks, logos, and other source or business identifiers, all common law rights associated therewith and all registrations and recordings thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office listed on Schedule A hereto (collectively, the "Marks"), and owns all right, title and interest in and to the Marks, including the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks, including the goodwill associated therewith and any registrations or pending applications therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges the parties agree as follows:

AGREEMENT

1. Assignment

A. Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Marks, including any registrations or pending applications therefor, and the goodwill of the business symbolized thereby, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.

B. Assignor agrees that the Assets as defined herein include all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Marks, including without limitation, the right to sue third parties for past infringement, dilution, cyber-piracy, unfair competition and counterfeiting of the Marks and to recover and hold all damages, profits and other compensation

arising from such third party's unlawful acts which may have occurred prior to the Effective Date of this Assignment.

C. Assignor shall, at the request of Assignee or its counsel and at no additional compensation, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Without limiting the generality of the foregoing, Assignor hereby irrevocably appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignor's behalf, if the Assignee is unable for any reason to secure Assignor's signature, to assign all of such ownership interest and rights to Assignee and to execute and file any instruments or documents and to do all other lawfully permitted acts to further the intent of this Assignment, with the same legal force and effect as if executed by Assignor. Further, Assignor shall cooperate with Assignee, at no additional compensation, by executing any and all papers; by providing affidavits; by giving testimony; and doing any and all acts which Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment and to enforce Assignee's rights against third parties. Notwithstanding anything to the contrary herein contained, Assignor and Assignee agree that Assignee shall reimburse Assignor for any out-of-pocket expenses incurred by Assignor while engaged in any activity requested by Assignee or its counsel.

2. Consideration

A. Assignee shall pay Assignor a one-time payment that shall be recited in a separate writing between the parties that shall not be a Schedule hereto but shall be considered to be incorporated herein for purposes of this Assignment. Assignor understands and agrees that Assignor shall not be entitled to any further monies or other compensation under this Assignment including, without limitation, any fees associated with the commercialization of the Marks.

B. Within fifteen (15) days of the Effective Date of this Assignment, Assignor shall withdraw its notice of opposition, Opposition No. 91154460, to Assignee's U.S. Trademark Application Serial No. 76/137,258, by executing and filing with the U.S. Patent and Trademark Office Trademark Trial and Appeal Board the Stipulated Motion to Dismiss Opposition and Cancellation, in the form set forth as Schedule B to this Assignment which shall also serve as Assignee's withdrawal of its Cancellation proceeding.

3. Representations and Warranties

Assignor represents and warrants to Assignee that:

A. Assignor is the exclusive owner of all right, title and interest in and to the Assets and has the authority to assign all right, title and interest in and to the Assets to Assignee under this Assignment. Further, the execution of this Assignment and performance of the transactions contemplated herein have been approved by Assignor and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement to which Assignor is a party or by which Assignor is bound.

B. Assignor has not sold, transferred, licensed, assigned, encumbered, pledged, agreed to limit, or leased any right, title or interest in or to the Assets to any third party. The Assets are not subject to any security interest or mortgage (and are without any obligation to any person or entity for royalties, fees or commissions).

C. Assignor's rights in and to the Marks are valid and enforceable and except for U.S. Trademark Trial and Appeal Board Cancellation No. _____, have not been challenged in any judicial or administrative proceeding; and Assignee is without knowledge that Assignor's execution and performance of this Assignment, the transactions contemplated herein and Assignee's use of the Marks will infringe, misappropriate, misuse or conflict with the rights, including the intellectual property or contractual rights, of third parties.

D. As of the Effective Date, except for Assignee and Assignee's business and products, Assignee is without knowledge that any person or entity or such person's or entity's business or products has infringed, misused, misappropriated or conflicted with the Marks or currently is infringing, misusing, misappropriating or conflicting with the Marks.

E. As of the Effective Date, except for U.S. Trademark Trial and Appeal Board Cancellation No. _____, there are no actions, suits, claims, disputes or proceedings or governmental investigations pending or threatened against Assignor with respect to the Marks, or the use thereof by Assignor, either at law or in equity, before any court or administrative agency or before any governmental department, commission, board, bureau, agency or instrumentality, or before any arbitration board or panel whether located in the United States or a foreign country. As of the Effective Date, Assignor has not failed to comply with any law, rule, regulation, writ, judgment, injunction, decree, determination, award or other order of any court or other governmental agency or instrumentality, domestic or foreign, which failure in any case would in any material respect impair any rights of Assignee under this Assignment.

F. All Marks identified in Schedule A have the status indicated therein, are in good standing and have not been abandoned.

G. The Marks listed in Schedule A constitute all of the current trademarks, trade names, corporate names, company names, business names, trade styles, service marks, logos, and other source or business identifiers of Assignor in connection with the mark GLO LIMITED

and/or any other marks incorporating GLO as a dominant feature or term or name which is confusingly similar to the mark GLO LIMITED.

4. Indemnification.

Assignor shall defend, indemnify, and hold harmless Assignee, its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors, representatives and assignees (collectively, the "Indemnified Persons") from and against, and will pay to Assignee and the Indemnified Persons the amount of, any loss, liability, claim, damage, lost profits and expenses (including costs of investigation and defense and reasonable attorneys' fees) arising from or in connection with any knowing breach of this Assignment by Assignor.

5. General

A. The interpretation, construction and performance of this Assignment and the rights and remedies of the parties hereunder shall in all respects be governed by the laws of Colorado, except any laws thereof that would result in the application of the laws of any jurisdiction other than those of Colorado. Any dispute arising under or in connection with this Assignment shall be brought in the United States District Court for the District of Colorado or the District Court in and for the City and County of Denver, State of Colorado. Each party hereby agrees that such courts shall have in personam jurisdiction and venue with respect to such party, and each party hereby submits to the in personam jurisdiction and venue of such courts. The prevailing party in any legal action or proceeding arising out of or related to this Assignment shall be entitled, in addition to other rights and remedies it may have, to its costs and reasonable attorneys fees.

B. In the event that any one or more of the provisions contained in this Assignment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, and all other provisions shall remain in full force and effect. If any of the provisions of this Assignment is held to be excessively broad or invalid, illegal or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law in conformance with its original intent.

C. Assignee shall have the right to assign its rights, in whole or in part, under this Assignment and shall inure to the benefit of Assignee's respective successors and assigns.

D. This Assignment shall be binding upon Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity with Assignor.

E. This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with its attached schedule) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Assignment may not be amended except by a written agreement executed by the party to be charged with the amendment.

F. This Assignment may be executed in counterparts and each taken together shall constitute one and the same document. Likewise, this Assignment may be executed by facsimile signatures, each of which shall constitute an original signature.

G. The persons signing below represent and warrant that they have the authority to execute this document on behalf of the respective entities. Further, each party has full legal power and authority to enter into and perform this Assignment in accordance with its terms.

H. The rights and remedies of the parties to this Assignment are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Assignment or the documents referred to in this Assignment will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Assignor: Glo Limited, LLC

Date: _____

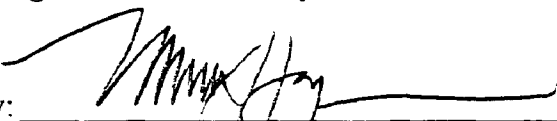
By: _____

Name: _____

Title: _____

Assignee: Caleel + Hayden, L.L.C.

Date: 3/19/04

By: 

Name: MARK X. HAYDEN

Title: CEO

E. This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with its attached schedule) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Assignment may not be amended except by a written agreement executed by the party to be charged with the amendment.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Assignor: Glo Limited, LLC

Date: 4.10.04

By: *Linden Siems*
Name: Linden Siems
Title: Member

Assignee: Caleel + Hayden, L.L.C.

Date: _____

By: _____
Name: _____
Title: _____

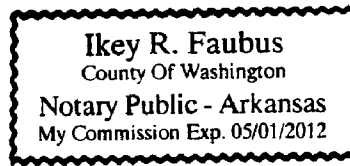
STATE OF ARKANSAS)
COUNTY OF WASHINGTON) ss.

The foregoing Assignment was subscribed and sworn to before me this 10th day of April, by LINDEN SIEMR, as MEMBER of Glo Limited, LLC.


Witness my hand and official seal.

My commission expires: 5-1-2012.

Ikey R. Faubus
Notary Public



SCHEDULE A
Marks

<u>Mark</u>	<u>Reg./App. No.;</u> <u>Owner</u>	<u>Class</u>	<u>Goods/Services</u>	<u>Registration Date</u>
 The logo for 'glo limited' features the word 'glo' in a large, bold, lowercase sans-serif font. A horizontal bar is positioned above the 'o'. Below 'glo', the word 'limited' is written in a smaller, lowercase sans-serif font.	2531785 Glo Limited, LLC	35	retail store services in the field of cosmetics and skin care products	January 22, 2002

that the above-referenced Opposition and Cancellation proceeding be dismissed with each party to bear its own costs and attorney's fees.

DATED: May 21, 2004.

Respectfully Submitted:



Wendy J. Pifer
Matthew D. Abell
Holland & Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202
(719) 475-6465
ATTORNEYS FOR APPLICANT/
PETITIONER
Caleel + Hayden, L.L.C.

GLO LIMITED, LLC

By: _____

Boyd D. Cox
Attorney At Law
75 N. East Avenue, Ste. 506
P.O. Box 573
Fayetteville, Arkansas 72702

ATTORNEY FOR OPPOSER/
RESPONDENT
Glo Limited, LLC

that the above-referenced Opposition and Cancellation proceeding be dismissed with each party to bear its own costs and attorney's fees.

DATED: _____, 2004.

Respectfully Submitted:

Wendy J. Pither
 Matthew D. Abell
 Holland & Hart LLP
 555 17th Street, Suite 3200
 Denver, CO 80202
 (719) 475-6465
 ATTORNEYS FOR APPLICANT/
 PETITIONER
 Caleel + Hayden, L.L.C.

GLO LIMITED, LLC

By: Boyd D. Cox

Boyd D. Cox
 Attorney At Law
 75 N. East Avenue, Ste. 506
 P.O. Box 573
 Fayetteville, Arkansas 72702

ATTORNEY FOR OPPOSER/
 RESPONDENT
 Glo Limited, LLC

May 21, 2004
Date

May 21, 2004
Date

Paulette Ingwersen
Mailer

Wendy J. Pifer
Wendy J. Pifer, Esq.

HOLLAND & HART LLP

555 17th Street, Suite 3200

Denver, CO 80302

(719) 475-6465

ATTORNEYS FOR APPLICANT/
PETITIONER

Caleel + Hayden, L.L.C.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing STIPULATED MOTION TO DISMISS OPPOSITION AND CANCELLATION was served on this 21st day of May, 2004 by first class mail, postage prepaid, upon the following person:

Boyd D. Cox
Attorney At Law
75 N. East Avenue, Ste. 506
P.O. Box 573
Fayetteville, Arkansas 72702

Paulitte Ingwersen