

RE 6/29/04

10/29/03

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

RE



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

Tab settings

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To the Honorable Commissioner of Patent and Trademark Office, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

PAULA FORBERG

- Individual(s) [checked], Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? [] Yes [] No

3. Nature of conveyance:

- Assignment [checked], Merger, Security Agreement, Change of Name, Other

Execution Date: May 1, 2003

2. Name and address of receiving party(ies)

Name: KKMC, LLC

Internal Address:

Street Address: 670 Sycamore Road

City: Pleasanton State: CA Zip: 94566

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other California limited liability company [checked]

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2124941, 2316072, 74515160, 2525228, 2313979, 2328618

Additional number(s) attached [checked] Yes [] No

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

Name: Shana M. Rugani, Esq.

Internal Address:

Sweeney, Mason, Wilson & Bosomworth

Street Address: 983 University Ave. Suite 104C

City: Los Gatos State: CA Zip: 95032

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed [checked], Authorized to be charged to deposit account []

8. Deposit account number:

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9. Signature.

PAULA FORBERG

Name of Person Signing

Signature

June 27, 2003

Date

Total number of pages including cover sheet, attachments, and document: 1

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

10/29/2003 EC00PER 00000156 2124941

01 FC:8521 02 FC:8522

40.00 OP 400.00 OP

2302145, 2177791, 2302147, 2328601, 2063219, 2063218, 2204759, 2204760, 1901780,
2516117, 2516116.

EXHIBIT "B"

BILL OF SALE AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, JAPONESQUE PROFESSIONAL MAKEUP SUPPLIES, INC., a California corporation ("Seller"), hereby sells, transfers, conveys, assigns and delivers ^{ALB} unto MCKAY-JAPONESQUE ACQUISITION, INC., a California corporation and KKM, LLC, a California limited liability company ("Buyer"), all of the assets of the business known as "JAPONESQUE PROFESSIONAL MAKEUP SUPPLIES, INC." including, without limitation, the assets listed on Exhibit "A" attached hereto, but excluding those certain assets listed in that certain Asset Purchase Agreement by and among Buyer, Seller, KEITH and KAREN MCKAY and PAULA FORBERG BERITZHÖFF dated December 20, 2002 (the "Purchase Agreement") as being excluded from the definition of "Assets" therein, which agreement is incorporated herein by this reference.

Seller hereby assigns all of its rights and delegates all of its duties under the contracts, agreements and obligations listed on Exhibit "B" attached hereto, and Buyer accepts such assignment and delegation and agrees to bound by and to perform all such contracts, agreements and obligations as if the obligee thereunder, subject, however, to Seller's and Buyer's indemnity obligations set forth in the Purchase Agreement referred to above. In the event any such assignment or delegation requires the approval or consent of any other party, Buyer and Seller shall seek to obtain such approval or consent.

Buyer hereby assumes the "Liabilities", as such term is defined in the Purchase Agreement.

Buyer and Seller shall take any and all further acts and actions and shall execute, acknowledge and deliver any and all such further documents as may be necessary or appropriate to carry out the purposes and intent of this assignment.

Dated: 12/20, 2002

BUYER:

MCKAY-JAPONESQUE ACQUISITION, INC.,
a California corporation

By: Keith A. McKay
KEITH MCKAY, President

^{ALB}
KKM, LLC, a California limited liability company

By: Keith A. McKay
Keith McKay, Managing Member

SELLER:

JAPONESQUE PROFESSIONAL MAKEUP SUPPLIES,
INC., a California corporation

By: 

PAULA FORBERG BERITZHOFF, President

Assets Acquired

KKMC, LLC

1. The name and all goodwill associated with the name of the business "JAPONESQUE PROFESSIONAL MAKEUP SUPPLIES, INC." ("JAPONESQUE") and all other trade names, trademarks and intellectual property of JAPONESQUE, purchased pursuant to that certain Asset Purchase and Sale Agreement executed on December 20, 2002 by and between the Company, McKay-Japonesque Acquisition, Inc., a California corporation, Keith McKay and Karen McKay, Japonesque Professional Makeup Supplies, Inc., a California corporation, and Paula Foberg Beritzhoff (the "Purchase Agreement"), including, without limitation, the "Gotta Go" and the "Japonesque" trademarks. All capitalized terms herein have the definitions given in the Purchase Agreement.
2. The telephone, facsimile and pager numbers and all other electronic transmission addresses for JAPONESQUE, including e-mail, websites and domain names.
3. All customer and supplier records of JAPONESQUE.
4. All furniture, trade fixtures, equipment and tools listed in Schedule "A-1" attached hereto.
5. All Contracts.
6. All general intangibles, contract rights and licenses.
7. All computer software.