

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tweezerman Corporation		12/17/2004	CORPORATION: NEW YORK

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Twindo Acquisition, Inc.
<b>Street Address:</b>	2 Tri Harbor Court
<b>City:</b>	Port Washington
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11050
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	2826601	HIS TWEEZERMAN
Registration Number:	1175871	KLIPETTE
Registration Number:	1320374	LA PLUCK
Registration Number:	2556141	LEVEL-OUT
Registration Number:	2451924	LTD
Registration Number:	2420179	PAINLESS PLUCKER
Registration Number:	2437130	PETITE TWEEZE
Registration Number:	1934617	POINT
Registration Number:	1900367	POWER NAIL
Registration Number:	2750466	PRIMA-TINT
Registration Number:	1407405	PROTECH
Registration Number:	2179344	QUICK CUT
Registration Number:	1473941	SLANT
Registration Number:	2357964	SPA

**OP \$815.00 2826601**

Registration Number:	2031690	SPLINTERTWEEZE
Registration Number:	2046666	SURGI-GEL
Registration Number:	2817112	THAT BLACK GLOVE
Registration Number:	2358431	TITANIUM TWEEZERMAN
Registration Number:	2298836	THE CHOICE OF BEAUTY PROFESSIONALS
Registration Number:	1441049	TWEEZERETTE
Registration Number:	1960228	TWEEZERMAN
Registration Number:	1906087	WE AIM TO TWEEZE
Registration Number:	2875643	TWEEZERMAN MEN
Registration Number:	2885156	MEGA NAIL TOOL
Registration Number:	2352291	STAINLESS 2000
Serial Number:	78169412	DON'T STAIN YOUR REPUTATION
Serial Number:	78432534	DUOSTONE
Serial Number:	78352508	HAIR MOWER
Serial Number:	78350676	STAIN GONE
Serial Number:	78276779	TWEEZERMATE
Serial Number:	78195324	WORKING WONDERS
Serial Number:	78424676	LTD POCKET CURLER

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3127017237  
Email: cdore@mayerbrownrowe.com  
Correspondent Name: Christopher Dore  
Address Line 1: 190 S. LaSalle St.  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	01/20/2005

Total Attachments: 3  
source=TM assignment#page1.tif  
source=TM assignment#page2.tif  
source=TM assignment#page3.tif

## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Assignment") is entered into on December 17, 2004 (the "Effective Date"), by and between Twindo Acquisition, Inc., a Delaware corporation ("Assignee"), and Tweezerman Corporation, a New York corporation ("Assignor").

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of November 2, 2004 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Agreement), including without limitation the trademarks of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered trademarks and trademark applications listed on the attached Schedule A, which is annexed hereto and incorporated herein by this reference, together with all translations, adaptations, derivations and combinations thereof, and any common law rights therein and goodwill associated therewith (all of the foregoing being referred to herein as the "Trademarks").

NOW, THEREFORE, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.

This Assignment shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

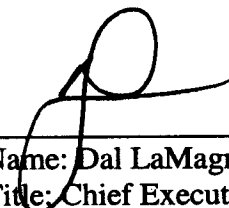
This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers, as of the Effective Date.

ASSIGNOR:

TWEEZERMAN CORPORATION

By:   
Name: Dal LaMagna  
Title: Chief Executive Officer


**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  )  
COUNTY OF NEW YORK        )

On December 17, 2004, before me appeared Dal LaMagna, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive Officer of Tweezerman Corporation, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors; and said Dal LaMagna acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)            **SETH ROGER MIERL**  
                  **NOTARY PUBLIC, State of New York**  
                  **No. 02ME6088818**  
                  **Qualified in New York County**  
                  **Commission Expires March 17, 2007**

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
March 17, 2007

## SCHEDULE A

### Registered Trademarks:

1. 2,826,601
2. 1,175,871
3. 1,320,374
4. 2,556,141
5. 2,451,924
6. 2,420,179
7. 2,437,130
8. 1,934,617
9. 1,900,367
10. 2,750,466
11. 1,407,405
12. 2,179,344
13. 1,473,941
14. 2,357,964
15. 2,031,690
16. 2,352,291
17. 2,046,666
18. 2,817,112
19. 2,358,431
20. 2,298,836
21. 1,441,049
22. 1,960,228
23. 1,906,087
24. 2,875,643
25. 2,885,156

### Trademark Applications:

1. 78/169,412
2. 78/432,534
3. 78/352,508
4. 78/350,676
5. 78/276,779
6. 78/195,324
7. 78/424,676