

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beauty Resources of Delaware, Inc.		05/24/2002	CORPORATION: DELAWARE
Beauty Resources of North Carolina, LLC		05/24/2002	LTD LIAB JT ST CO: DELAWARE
RECEIVING PARTY DATA			
Name:	Spa Capital, LLC		
Street Address:	195 Church Street		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06510		
Entity Type:	LTD LIAB JT ST CO: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2271052	JOLIE THE DAY SPA & HAIR DESIGN	
Registration Number:	2351962	JOLIE THE DAY SPA & HAIR DESIGN	
CORRESPONDENCE DATA			
Fax Number:	(612)332-1780		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-332-8200		
Email:	mlmoore@mhsiplaw.com		
Correspondent Name:	Malcolm L. Moore		
Address Line 1:	225 South Sixth Street, Suite 4850		
Address Line 4:	Minneapolis, MINNESOTA 55402-4612		
NAME OF SUBMITTER:	Malcolm L. Moore		
Signature:	/Malcolm L. Moore/		

CH \$65.00 2271052

Date:

01/26/2005

Total Attachments: 4

source=jolie assignment#page1.tif

source=jolie assignment#page2.tif

source=jolie assignment#page3.tif

source=jolie assignment#page4.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made as of the Closing Date, by and among Spa Capital, LLC, a limited liability company organized under the laws of Delaware (the "Buyer"), Beauty Resources of Delaware, Inc., a corporation organized under the laws of Delaware ("Jolie DE") and Beauty Resources of North Carolina, LLC, a limited liability company organized under the laws of Delaware ("Jolie NC", and collectively with Jolie DE, the "Companies"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, the Buyer and the Companies are parties to a certain Asset Purchase and Sale Agreement dated as of May 24, 2002 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, the Companies agree to assign the Marks (as defined below) to the Buyer; and

WHEREAS, the Buyer desires to use, own and hold the Marks.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, the parties agree as follows:

1. **Grant of Assignment.** The Companies hereby sell, assign, transfer, and set over to the Buyer (a) any and all right, title, and interest in and to the trademark "Jolie The Day Spa & Hair Design" and to any similar marks to which the Companies may have rights, throughout the world in perpetuity, including the goodwill associated with such marks and including, without limitation, (b) any and all registrations or applications for registration, and any related domain name registrations held by the Companies, in the U.S. or foreign countries, and (c) any and all common law right, title and interest in and to the Mark "Jolie The Day Spa & Hair Design" and any similar mark (collectively the "Marks").

2. **Additional Duties of the Companies.**

(a) Each of the Companies shall execute and deliver to the Buyer any and all additional papers and generally do all other lawful acts reasonably deemed necessary by the Buyer to carry out the terms of this Assignment, including, without limitation, (i) providing to the Buyer all files relating to the Marks and (ii) executing any document required to effectuate the assignment of any domain names.

(b) Each of the Companies shall refrain from using any Mark or similar marks to identify products or services or use any Marks as Internet domain names or in any other way that is likely to dilute any Marks, or that may injure the Buyer's business reputation, or to cause confusion, mistake, or deception regarding control of the Marks.

(c) Each of the Companies shall refrain from registering and/or attempting to register as a domain name any name containing any Mark or a name similar to that Mark.

(d) Each of the Companies represents and warrants that as of the Closing Date it has not registered or applied to register any other trademark that includes "Jolie" or any mark similar to that Mark.

3. **Specific Performance.** Each of the Companies acknowledges that the Buyer would be damaged irreparably in the event any of the provisions of this Assignment are breached. Accordingly, the Buyer shall be entitled to injunctive relief, in addition to any other remedy to which it may be entitled, at law or in equity.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its provisions on conflicts of laws.

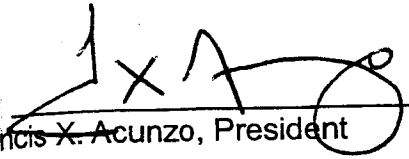
5. **Assignment.** This Assignment may not be assigned by either Company. Subject to the foregoing, this Assignment shall be binding upon and inure to the benefit of the successors and assigns of any party hereto.

6. **Waivers; Assents.** No course of dealing or conduct and no delay on the part of the Buyer in exercising any right hereunder shall operate as a waiver and no consent or waiver in any instance shall operate as a waiver in any other instance. All rights and remedies of the Buyer, whether evidenced hereby or by any other instrument or paper, shall be cumulative and may be exercised separately or concurrently.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be effective as of the Closing Date.

SPA CAPITAL, LLC

By: 
Francis X. Acunzo, President

BEAUTY RESOURCES OF DELAWARE, INC.

By: _____

Its: _____

BEAUTY RESOURCES OF NORTH CAROLINA, LLC

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be effective as of the Closing Date.

SPA CAPITAL, LLC

By: _____
Francis X. Acunzo, President

BEAUTY RESOURCES OF DELAWARE, INC.

By: Bernard J. Landelli
Its: President

BEAUTY RESOURCES OF NORTH CAROLINA, LLC

By: Bernard J. Landelli
Its: President