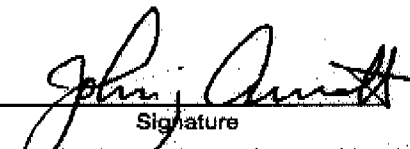


<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b>  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 <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Cosmo Holdings, Inc.</u> Internal Address: _____  Street Address: <u>4201 Diplomacy Road</u> City: <u>Fort Worth</u> State: <u>TX</u> Zip: <u>76155</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>Delaware</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) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b> <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>12/22/2004</u>		
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____ <u>See Attached Schedule (6 Apps.)</u> B. Trademark Registration No.(s) _____  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Howison &amp; 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>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">6</span>  <b>7. Total fee (37 CFR 3.41)</b> ..... \$ <u>165.00</u> <input checked="" type="checkbox"/> Enclosed ( <u>Credit Card</u> ) <input type="checkbox"/> Authorized to be charged to deposit account	
		<b>8. Deposit account number:</b> <u>20-0780/CBXL-27090</u>
<b>DO NOT USE THIS SPACE</b>		
<b>9. Signature.</b>  <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>4/26/2005</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;"> <span style="border: 1px solid black; padding: 2px;">8</span> </div>		

OP \$165.00 78396198

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

Schedule for Assignment Recordal

Assignor: Creative Beauty Innovations, Inc.

Assignee: Cosmo Holdings, Inc.

Dated 12/22/2004

SERIAL NO.	MARK	FILE DATE	OLD DKT	NEW DKT
78/395,198	BOTANICAL BIO-PEPTIDE CONCENTRATE	4/2/2004	26680	27094
78/395,199	FACE FIRING COMPLEX	4/2/2004	26681	27095
78/395,195	GRAPE WINE PEEL	4/2/2004	26678	27093
78/395,188	SHIO DORO	4/2/2004	26677	27092
78/395,202	SUGARBUTTER	4/2/2004	26676	27091
78/395,802	YOU'VE BUILT YOUR BUSINESS ... NOW BUILD YOUR BRAND.	4/2/2004	26682	27096

### Trademark Assignment Agreement

WHEREAS, Creative Beauty Innovations, Inc., a Texas corporation ("*Assignor*"), and Cosmo Holdings, Inc., a Delaware corporation ("*Assignee*") are parties to the Asset Purchase Agreement dated December 14, 2004 (the "*Asset Purchase Agreement*");

WHEREAS, the Asset Purchase Agreement provides, *inter alia*, for the assignment and sale to Assignee of all right, title and interest in and to the marks of Schedule A hereto, for which registration has been obtained or applied for, and the common law marks and trade names of Schedule B (collectively, the "*Marks*"), the registrations thereof, the pending applications therefore, all trade names associated therewith, all other intellectual property rights associated therewith, any and all common law rights therein, and all goodwill connected with the use of and symbolized by the Marks; and

WHEREAS, the Asset Purchase Agreement provides, *inter alia*, for the sale by Assignor to Assignee of the ongoing and existing business symbolized by the Marks, including the assets used in the production and sale of the goods and the provision of the services identified by the Marks;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to and in accordance with the terms of the Asset Purchase Agreement, Assignor hereby sells, assigns and transfers irrevocably and in perpetuity to Assignee, all right, title and interest in and to the Marks, the registrations thereof, the pending applications therefore, all trade names associated therewith, the right to recover for past infringement, all other intellectual property rights associated therewith, any and all common law rights therein, and all goodwill connected with the use of and symbolized by the Marks. Assignor and Assignee acknowledge that the Marks are assigned pursuant to the sale by Assignor to Assignee of the ongoing and existing business symbolized by the Marks, including the assets used in the production and sale of the goods and the provision of the services identified by the Marks.

At any time and from time to time from and after the execution of this Assignment, Assignor will, at the request of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments and other documents and perform or cause to be performed such acts and provide such information, as may reasonably be required, to evidence or effectuate the purpose of this Assignment by Assignor to Assignee of all right, title and interest in and to the Marks, the registrations thereof, the pending applications therefore, all trade names associated therewith, all other intellectual property rights associated therewith, any and all common law rights therein, and all goodwill connected with the use of and symbolized by the Marks.

IN WITNESS WHEREOF, the undersigned hereby agrees to the foregoing this 22<sup>nd</sup> day of December, 2004.

Signed, sealed and delivered in the presence of:

CREATIVE BEAUTY INNOVATIONS, INC.

*Daljit Duggal*  
Witness

By: *Kew Laya*

Printed Name: *Kew Laya*

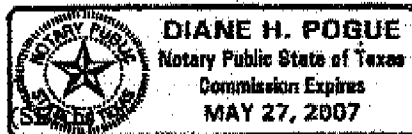
Title: *Pres*

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Ken Lage, President of Creative Beauty Innovations, Inc., that he has read and understands the foregoing instrument, that he is authorized to execute said instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME, this 22<sup>nd</sup> day of December, 2004



Diane H. Pogue  
Printed Name of Notary Public

Diane H. Pogue  
Signature of Notary Public

My Commission expires the 27<sup>th</sup> day of May, 2007.

**SCHEDULE A**  
**UNITED STATES REGISTERED TRADEMARKS AND APPLICATIONS FOR TRADEMARK REGISTRATION**

**Registrations**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
CREDENTIALS	1,823,542	2/22/1994
CBI	2,312,411	1/25/2000
CREATIVE BEAUTY INNOVATIONS	2,300,668	12/14/1999
INNER RESOURCES/OUTER RESULTS	2,346,033	4/25/2000
I/O Design	2,797,712	12/23/2003

**Applications**

<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>Date of Filing</u></b>
BOTANICAL BIO-PEPTIDE CONCENTRATE	78/395,198	4/02/2004
FACE FIRING COMPLEX	78/395,199	4/02/2004
GRAPE WINE PEEL	78/395,195	4/02/2004
SHIO DORO	78/395,188	4/02/2004
SUGARBUTTER	78/395,202	4/02/2004
YOU'VE BUILT YOUR BUSINESS... NOW BUILD YOUR BRAND	78/395,802	4/02/2004

**SCHEDULE B**  
**COMMON LAW TRADEMARKS AND TRADE NAMES**

**Common Law Trademarks**

**Trademark**

**Products**

**Common Law Trade Names**