

4-11-05

04-21-2005



RE

102986661

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Brocato International, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Louisiana

Execution Date(s) 02/25/2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Beautopia, LLC

Internal Address: 3939 E. 46th Street

Street Address: Same as above

City: Minneapolis

State: MN

Country: USA Zip: 55406

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship Minnesota

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,492,822

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Saturation

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

Name: Niti Duggal

Internal Address: Roy, Kiesel, Keegan & DeNicola, P.O. Box 15928

Street Address: 2355 Drusilla Lane

City: Baton Rouge

State: LA Zip: 70809

Phone Number: 225-927-9908

Fax Number: 225-926-2685

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 18-2210

Authorized User Name Niti Duggal

9. Signature:

Signature

April 11, 2005

Date

Niti Duggal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

IN THE UNITED STATES DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

MARK: "SATURATION"
APPLICANT: BROCATO INTERNATIONAL
US TM REG. NO.: 1,492,822
ATTY REF. NO.: 10020/001

The Honorable Commissioner of Patents and Trademarks
P.O. Box 1450
Alexandria, VA 22313-1450

ASSIGNMENT

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR: BROCATO INTERNATIONAL, INC.
2834 S. Sherwood Forest Blvd., Suite B-9
Baton Rouge, LA 70816

hereby sells, assigns and transfers to

ASSIGNEE: BEAUTOPIA, LLC
3939 East 46th Street
Minneapolis, MN 55406

and the successors, assigns and legal representatives of the ASSIGNEE, its entire right, title and interest in and to, including all good will associated therewith, the following identified trademark registrations and all good will associated with said marks:

1,492,822 – U.S. Trademark "SATURATION"

as well as its entire right, title and interest in and to any mark, including all good will associated therewith, that it may own that is a colorable imitation or confusingly similar

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ASSIGNMENT OF TRADEMARK
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04-14-2005

U.S. Patent & TMO/TM Mail Rcpt Dt. #64

TRADEMARK
REEL: 003149 FRAME: 0963

mark to the aforementioned mark, including, without limitations, any logos that contain as part of the logo any of the aforementioned mark(s).

ASSIGNOR hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further agrees to provide to ASSIGNEE, his successors in title, assigns and/or heirs, any assistance requested by ASSIGNEE in the enforcement of the assigned trademarks against any third party.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this 25TH day of FEBRUARY, 2007.

By: 

Title: President