

11-17-2005

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To the Director of the U. S. Patent and Trademark Office: Please record this document at the office or the new address(es) below.

1. Name of conveying party(ies):
William Moskovits and Sol C. Majer

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? No

Name: 462 S. Lake St., LLC
Internal Address: #102
Street Address: 5967 West Third Street
City: Los Angeles
State: California
Country: USA Zip: 90036

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship California
 Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :
Effective
Execution Date(s) September 30, 2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

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) 2,638,419

Additional sheet(s) attached? Yes No

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

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Mark Kremer
Internal Address: Conkle & Olesten
Street Address: 3130 Wilshire Blvd.
suite 500
City: Santa Monica
State: California Zip: 90403
Phone Number: 310-998-9100
Fax Number: 310-998-9109
Email Address: mark@conklelaw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.

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 032665
Authorized User Name Mark Kremer

9. Signature: [Signature] 11/16/05
Signature Date

40.00 DA Mark Kremer Total number of pages including cover sheet, attachments, and document: 3
Name of Person Signing

11/16/2005 DRYNE 00000236 032665 2638419
01 FC:8521

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARK

Whereas, William Moskovits and Sol C. Majer ("Assignors") are the owners of the trademark, BYE BYE BLEMISH, registered in the U.S.A. under Registration No. 2,638,419 (the "Trademark").

Whereas, 462 S. Lake St., LLC ("Assignee"), a California limited liability company, whose address is 5967 West Third Street, #102, Los Angeles, California, 90036, wishes to acquire all the right, title and interest to said Trademark, and registration thereof, together with all goodwill pertaining thereto.

THEREFOR, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors assign the Trademark to Assignee as follows:

1. GRANT OF RIGHTS:

Assignors irrevocably grant, sell, transfer, assign and deliver to Assignee, all right, title and interest of every kind and character throughout the world that it has in and to the Trademark and the goodwill of the business pertaining thereto, including the right to and all claims for past damages, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee, Assignors' full and complete title to and ownership of the Trademark, for their life, or any term allowed by law.

2. WARRANTIES: Assignor represent and warrant:

2.1 Assignors are the owner of the Trademark free and clear of any lien, encumbrance, claim or challenge, the registrations are duly perfected, fully paid to date, and in good standing, and all applications are pending without opposition or objection.

2.2 Assignors have not previously assigned its ownership, right, or title, in whole or in part to the Trademark to any other person.

3. RIGHTS AND OBLIGATIONS:

3.1 Assignors agree to execute and deliver or cause to be executed and delivered to Assignee for the Trademark or any purchaser of the Trademark from Assignee any and all documents and instruments, in form and substance reasonably satisfactory to Assignee and its counsel, necessary to effect and complete the transfer, grant or sale to Assignee of all rights or property acquired or intended to be acquired by Assignee under this Agreement and shall pay any fees or expense found due and owing prior to the date of this Assignment.

WM
SD

