

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/31/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Creative Beauty Innovations, Inc.	FORMERLY CBI Laboratories, Inc.	12/31/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Premier Fulfillment, Inc.
Street Address:	P.O. Box 589
City:	Keller
State/Country:	TEXAS
Postal Code:	76248
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2291574	EYE INTENSIVE 20
Registration Number:	2350837	GLYCOLIQUE OPTIONS
Registration Number:	1973285	BODY ORIGINALS
Registration Number:	2314808	BODY EXPRESSIONS

CORRESPONDENCE DATA

Fax Number: (972)479-0464
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 972-479-0462
 Email: pratliff@dalpat.com
 Correspondent Name: John J. Arnott
 Address Line 1: 5420 LBJ Freeway
 Address Line 2: Suite 660
 Address Line 4: Dallas, TEXAS 75240-2318

CH \$115.00 2291574

ATTORNEY DOCKET NUMBER:	CBXL-27090
NAME OF SUBMITTER:	John J. Arnott
Signature:	/John J. Arnott/
Date:	09/15/2006
Total Attachments: 3 source=cbx_27090_Doc_B0#page1.tif source=cbx_27090_Doc_B0#page2.tif source=cbx_27090_Doc_B0#page3.tif	

BILL OF SALE

Effective Date: December 31, 2003
Seller: Creative Beauty Innovations, Inc., a Texas corporation
Seller's Mailing Address: 2055 Luna Road, Suite C, Carrollton, Texas 75006
Buyer: Premier Fulfillment, Inc., a Texas corporation
Buyer's Mailing Address: PO Box 589, Keller, Texas 76248
Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Personal Property: All of Seller's right, title, and interest in and to the Assets (as such term is defined in that certain Asset Purchase Agreement dated December 31, 2003 (the "Purchase Agreement"), including, without limitation, the assets and properties set forth on Exhibit "A" which is attached hereto and incorporated by reference herein. Provided, however, the Assets shall not include any of the Excluded Assets (as such term is defined in the Purchase Agreement).

For value received, Seller sells and delivers the Personal Property to Buyer, and Buyer accepts such Personal Property, subject to and in accordance with, all of the terms and conditions of the Purchase Agreement, including without limitation, the representations and warranties set forth therein, all of which are incorporated by reference herein.

When the context requires, singular nouns and pronouns include the plural.

SELLER:

Creative Beauty Innovations, Inc.

Kenn Laye
By: Kenneth Laye, President

BUYER:

Premier Fulfillment, Inc.

Kenn Laye
By: Kenneth Laye, President

125622

EXHIBIT "A"

ASSETS

The Assets shall include, but not be limited to, the assets and properties of Seller described below:

(a) Cash and Cash Equivalents. All cash and cash equivalents and all securities and short term investments of Seller.

(b) Accounts and Receivables. (i) All accounts, accounts receivable, notes receivable, commissions receivable, and other receivables, and the full benefit of all security for same, and (ii) all claims, remedies and other rights related to any of the foregoing (collectively, the "Accounts"). Schedule I which is attached hereto is a complete and accurate list of all Accounts.

(c) Tangible Personal Property. All furniture, furnishings, equipment, machinery, inventory of all kinds (including raw materials and supplies, purchased and manufactured goods, goods in process, finished goods and goods in transit), vehicles, tractors, office equipment, computer hardware, materials, supplies, and all other tangible personal property of every kind and description, owned or leased by Seller (wherever located and whether or not carried on Sellers' books), all maintenance records and documents relating to any of the foregoing, and all warranties, representations and guarantees relating to any of the foregoing (the "Tangible Personal Property"). Schedule II which is attached hereto is a complete and accurate list of the Tangible Personal Property (the "Tangible Personal Property List").

(d) Permits. All Permits (including all pending applications therefor or renewals thereof) relating to the Business or all or any of the Assets.

(e) Proprietary Rights. All patents, trademarks, technology, know-how, data, copyrights, trade names, service marks, licenses, customer lists, processes, formulas, trade secrets, proprietary and technical information, and other intangible assets (including applications for registration or renewal) used in the conduct of the Business (the "Proprietary Rights").

(f) Goodwill. The goodwill and going concern value of the Business.

(g) Books and Records. All of Seller's books, records, papers, and instruments of whatever nature and wherever located, whether stored in or readable or accessible by computer or otherwise, that relate to the Business or the Assets or that are required or necessary in order for Buyer to conduct the Business from and after the Closing in the manner in which it is presently being conducted, including, without limitation, contracts, technical data, pricing and information manuals, sales literature, copies of accounting and financial records, maintenance and production records, research and development reports and records, service and warranty records, equipment logs, copies of personnel records, environmental records, customer lists and customer information, and vendor/supplier lists and vendor/supplier information.

(h) Contracts. All of Seller's rights in, to, and under licenses, purchase orders, contracts, and other agreements (and proposed agreements) of Seller.

(i) Insurance Benefits, Etc. All insurance benefits (including rights, claims, and proceeds) of Seller relating to all or any part of the Assets and, to the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, that Seller is entitled to enforce with respect to the Assets against Seller's predecessors in title to the Assets.

(j) Name. All right, title, and interest with respect to the name "Creative Beauty Innovations, Inc." and any names derived from or bearing a resemblance thereto and any related trademarks, trade names, service marks, logos, and other trade rights.

(k) Prepaid Expenses. All prepaid rentals and other prepaid expenses, deposits, and claims for refunds relating to any of the Assets or the Business.

(l) Other Property. All other or additional privileges, rights, interests, properties, and assets of Seller of every kind and description, tangible and intangible, and wherever located, used by Seller in the Business (other than the Excluded Assets).