

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:	05/02/2002

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Styling Technology Corporation		05/02/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Roux Laboratories, Inc.
Doing Business As:	DBA Colomer USA, Inc.
Street Address:	5344 Overmyer Drive
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32254
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2455791	PRO FINISH

CORRESPONDENCE DATA

Fax Number: (904)378-4153
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 904-378-4113
 Email: sarah.grosse@us.thecolomergroup.com
 Correspondent Name: Sarah Grosse
 Address Line 1: 540 Beautyrest Ave.
 Address Line 4: Jacksonville, FLORIDA 32254

NAME OF SUBMITTER:	Sarah Grosse
Signature:	/sarahgrosse/
Date:	10/02/2006

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Total Attachments: 19

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ROUX LABORATORIES, INC.

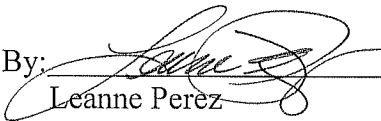
SECRETARY'S CERTIFICATE

The undersigned, Leanne Perez, hereby certifies that she is the duly elected or appointed, qualified and acting Corporate Counsel and Secretary of Roux Laboratories, Inc, a New York corporation (the "Corporation"), and that, as such, she is authorized to execute this Certificate on behalf of the Corporation.

I hereby certify as follows:

1. The Assignment of Trademarks, copy of which is attached hereto as Exhibit "A", is an accurate and true copy of the original retained by the Corporation, and no action has been taken to amend, rescind, modify or revoke such Certificate of Merger as of the date hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set her name as of the 10th day of August, 2006.

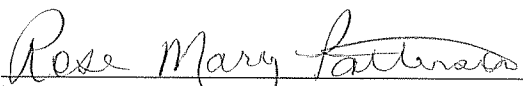
By: 

Leanne Perez
Corporate Counsel and Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to (or affirmed) and subscribed before me this 10th day of August, 2006, by Leanne Perez, Corporate Counsel and Secretary.





Rose Mary Patterson
Notary Public – State of Florida

Personally Known OR Produced Identification _____
Type of Identification Produced _____

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of this [] day of May, 2002, by and among each of **STYLING TECHNOLOGY CORPORATION**, a Delaware Corporation, **STYLING TECHNOLOGY NAIL CORPORATION**, an Arizona Corporation, **U.K. ABBA PRODUCTS, INC.**, a California corporation, **FT. PITT ACQUISITION, INC.**, a Pennsylvania corporation, **FT. PITT-FRAMESI, LTD.**, a Pennsylvania corporation, **COSMETICS INTERNATIONAL, INC.**, a Wisconsin corporation, **BEAUTY PRODUCTS, INC.**, a Wisconsin corporation, (each a "Seller" and collectively, "Sellers" or "Styling"), and **JDS MANUFACTURING, INC.**, a California corporation, **EUROPEAN TOUCH, INC.**, a Wisconsin corporation, and **FRAMESI-USA, INC.**, a Delaware corporation, (each a "Styling Affiliate" and collectively, "Styling Affiliates"), and each Seller and Styling Affiliate, an "Assignor", and collectively, the "Assignors"), in favor of **ROUX LABORATORIES, INC.**, a corporation organized under the laws of New York whose principal office is located at 5344 Overmyer Dr., Jacksonville, FL 32205 ("Buyer"), for its benefit. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Sellers and Buyer are parties to that certain Asset Purchase Agreement dated as of March 26, 2002 (as the same may be amended, the "Asset Purchase Agreement") pursuant to which Buyer is to acquire all of the Assignors' right, title and interest in and to all of the domestic and foreign trademarks, applications, logos, service marks and trade dress and all goodwill associated with the foregoing comprised within the Transferred Intellectual Property (collectively, the "Assigned Trademarks"), including, without limitation, those Assigned Trademarks listed in Schedule I and Schedule II hereto.

NOW, THEREFORE, in consideration of the Purchase Price provided for in, and the other terms and conditions of, the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and Buyer each hereby agree as follows:

1. Assignment. Each of the Assignors hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer and its successors and assigns, and Buyer hereby purchases and accepts from each of the Assignors, all of such Assignor's right, title and interest in, to and under the Assigned Trademarks, including (for all purposes hereof), without limitation, all common law trademarks comprised within the Transferred Intellectual Property and for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with any of the Assigned Trademarks, and all past and present goodwill associated with the Assigned Trademarks and symbolized thereby, and all records and files related to the Assigned Trademarks, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and the right to file, prosecute and maintain foreign applications under any convention or treaty with respect to trademarks and to fully and entirely stand in the place of the Assignors in all matters related to the Assigned Trademarks. With respect to each intent-to-use U.S. trademark application comprised within the Assigned Trademarks, the parties hereto acknowledge that the

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portion of the business, which is ongoing and existing, to which such trademark pertains is also being transferred to Buyer pursuant to the Asset Purchase Agreement. This Assignment is intended to be an absolute assignment and not by way of security. This Assignment is in accordance with and is subject to all of the terms and conditions set forth in the Asset Purchase Agreement (which Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement).

2. Further Assurances. From and after the date hereof, upon the request of Buyer or its successors or assigns, each Assignor shall duly execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to effect the terms of this Assignment or to carry out the transactions contemplated hereby. Assignors further agree to execute upon the request of Buyer such additional documents as are reasonably necessary or desirable to give full effect to and perfect the rights of Buyer under this Assignment in the Assigned Trademarks, and in the businesses of Sellers and Styling Affiliates to which the Assigned Trademarks pertain, which businesses are ongoing and existing, unless a particular Assigned Trademark has been abandoned or cancelled as indicated on Schedule II hereto. Each Assignor agrees that if Buyer is unable, after reasonable best efforts, to secure such Assignor's signature on any papers necessary to effect any of the foregoing, any executive officer of Buyer or any successor representative of the Assignors, for example, but not limited to, any trustee or agent appointed by the United States Bankruptcy Court for the District of Arizona to administer Assignors' estate, is entitled to execute such papers as such Assignor's agent and attorney-in-fact and each Assignor hereby designates and appoints such executive officer of Buyer or successor representative of Assignors as such Assignor's agent and attorney-in-fact for the purpose of taking those actions that Buyer, in its reasonable discretion, may deem necessary or desirable in order to protect its rights in any of the Assigned Trademarks. Such actions may be taken without any further consent from Assignors or any creditor of the Assignors. If the Assignors or Buyer should discover at any time after the date hereof the existence of any Assigned Trademarks that are comprised within the Transferred Intellectual Property that were not included in Schedule I or Schedule II ("Discovered Trademarks"), then the Assignors and Buyer promptly shall amend such Schedules to include such Discovered Trademarks and the Assignors shall cooperate with Buyer with respect to such Discovered Trademarks in accordance with this paragraph 2.

3. Recordation. Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademark of the United States issue to, and record in the name of, Buyer all right, title, and interest in and to the Assigned Trademarks, and the businesses of Sellers and Styling Affiliates to which such Assigned Trademarks pertain, which businesses are ongoing and existing, unless a particular Assigned Trademark has been abandoned or cancelled as indicated on Schedule II hereto.

4. Miscellaneous. Except to the extent the mandatory provisions of the Bankruptcy Code (as defined in the Asset Purchase Agreement) apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. This Assignment may not be supplemented, altered or modified in

any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute on and the same instrument.

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IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by its duly authorized officer this 2th day of May 2002.

BUYER:

ROUX LABORATORIES, INC.

By: Michael Powell
Name: Michael Powell
Title: President

SELLERS:

STYLING TECHNOLOGY
CORPORATION

By: James Yeager
Name: James Yeager
Title: Executive Vice President and
CFO

STYLING TECHNOLOGY NAIL
CORPORATION

By: James Yeager
Name: James Yeager
Title: Executive Vice President and
CFO

U.K. ABBA PRODUCTS, INC.,

By: James Yeager
Name: James Yeager
Title: Executive Vice President and
CFO

FT. PITT ACQUISITION, INC.,

By: James Yeager
Name: James Yeager
Title: Executive Vice President and
CFO

FT. PITT-FRAMESI, LTD.,

By: James Yeager
Name: James Yeager
Title: Executive Vice President and
CFO

COSMETICS INTERNATIONAL,
INC.,

By: James Yeager
Name: James Yeager
Title: Executive Vice President and
CFO

BEAUTY PRODUCTS, INC.

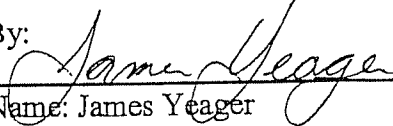
By: James Yeager
Name: James Yeager
Title: Executive Vice President and
CFO

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STYLING AFFILIATES:

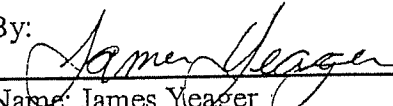
JDS MANUFACTURING, INC.

By:


Name: James Yeager
Title: Executive Vice President and
CFO

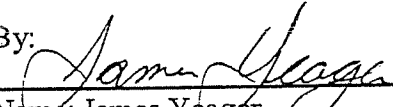
EUROPEAN TOUCH, INC.

By:


Name: James Yeager
Title: Executive Vice President and
CFO

FRAMESI USA, INC.

By:


Name: James Yeager
Title: Executive Vice President and
CFO



Schedule 1

Nail Trademarks

<u>Mark</u>	<u>Class</u>	<u>Country</u>	<u>Code</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
ALPHA 9	3	U.S.	A9	73/657,223	04/24/1987	1,477,309	02/23/1988	Registered. Renewal due 2/23/2008.
ALPHA 9	3	CANADA	A9	660,962	06/27/1990	387,622	08/09/1991	Registered. Renewal due 8/9/2006
ALPHA 9	3, 8, 21	FRANCE	A9	92/405338	02/12/1992	92,405,338	02/12/1992	Registered. Renewal due 2/12/2002. Not renewed.
ALPHA 9	3	ITALY	A9	MI92C001408	02/27/1992	640.434	12/27/1994	Registered. Renewal due 2/27/2002. Not renewed.
ALPHA 9	3	JAPAN	A9	8-57320	05/27/1996			Abandoned per client
ALPHA 9	3	U.K.	A9	1492037	02/25/1992	1492037	02/25/1992	Registered. Renewal due 2/25/99. Renewal confirmed through 2/25/09.
ALPHA 9 (STYLIZED)	3	U.S.	A9	75/656,481	03/09/1999	2,389,384	09/26/2000	Registered. Section 8 & 15 due 9/26/2006. Renewal due 9/26/2010.
ALPHA 9 ROYAL BLUE	3	U.S.	A9	75/108,968	05/23/1996	2,061,220	05/13/1997	Registered. Section 8 & 15 due 5/13/03. Renewal due 5/12/2007
123 SKIN NORMALIZING LOTION	3	EUROPE	ET	601,293	07/29/1997	601,293	02/09/1999	Registered. Renewal due 7/29/2007
9-1-1 RESCUE FOR SENSITIVE NAILS	3	EUROPE	ET	601,146	07/29/1997	601,146	02/09/1999	Registered. Renewal due 7/29/2007
9-1-1 RESCUE FOR SENSITIVE NAILS AND DRY CUTICLES	3	U.S.	ET	75/326,894	07/18/1997	2,183,952	08/25/1998	Registered. Section 8 & 15 due 8/25/2004. Renewal due 8/25/2008
EUROPEAN TOUCH	3	EUROPE	ET	601,096		601,096	2/9/1999	
EUROPEAN TOUCH	3	U.S.	ET	73/534,613	4/29/1985	1,376,788	1/7/1986	
CHEVRON	3	U.S.	ET	75/145,759	08/06/1996	2,175,811	07/21/1998	Registered. Section 8 & 15 due 7/21/2004. Renewal due 7/21/2008
CHEVRON	3	EUROPE	ET	601,252	07/29/1997	601,252	02/09/1999	Registered. Renewal due 7/29/2007
E.T.C. COMPLETE OVERLAY SYSTEM	3	EUROPE	ET	301,245	07/29/1997	601,245	02/09/1999	Registered. Renewal due 7/29/2007
MELT-A-WAY	3	U.S.	ET	74/466,823	12/06/1993	1,899,548	06/13/1995	Registered. not renewed. No Sec. 8/15 filed 6/13/01.
MELT-A-WAY	3	EUROPE	ET	601,260	07/29/1997	601,260	03/03/1999	Registered. Renewal due 7/29/2007
"NO BUBBLES - NO TROUBLES!"	3	U.S.	ET	74/220,201	11/08/1991	1,707,700	08/18/1992	Registered. Section 8 & 15 Accepted. Renewal due 8/18/2002
RENU-A-NAIL	3	U.S.	ET	75/027,241	12/05/1995	2,173,369	07/14/1998	Registered. Section 8 & 15 due 7/14/2004. Renewal due 7/14/2008

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Mark	Class	Country	Code	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
REVIVANAIL	3	U.S.	ET	75/382,053	10/30/1997	2,201,474	11/03/1998	Registered. Section 8 & 15 due 11/3/2004. Renewal due 11/3/2008
REVIVANAIL (and Design)	3	U.S.	ET	73/794,577	04/20/1989	1,601,758	06/19/1990	Registered. Renewed 11/13/00. Renewal due 6/19/2010
REVIVANAIL	3	EUROPE	ET	601,104	07/29/1997	601,104	02/09/1999	Registered. Renewal due 7/29/2007
STOP-N-GROW	3	EUROPE	ET	601,211	07/29/1997	601,211	06/25/1999	Registered. Renewal due 7/29/2007
THERACREME (Word and Design)	3	U.S.	ET	73/757,708	10/14/1988	1,547,001	07/11/1989	Registered. Sections 8 & 15 accepted. Renewal due 7/11/2009
THERACREME	3, 5	EUROPE	ET	601,179	07/29/1997	601,179	03/16/1999	Registered. Renewal due 7/29/2007
X-PRESS DRY (and Design)	3	U.S.	ET	74/219,956	11/08/1991	1,748,035	01/26/1993	Registered. Sections 8 & 15 filed 4/15/98. Renewal due 1/26/2003
X-PRESS DRY	3	EUROPE	ET	601,187	07/29/1997	601,187	06/23/1999	Registered. Renewal due 7/29/2007
AIR DRY	3	U.S.	P	74/528,998	05/24/1994	1,924,986	10/10/1995	Registered. Secs. 8&15 filed. Renewal due 10/10/05
COSMIC	3	U.S.	P	74/463,286	11/26/1993	1,895,801	05/30/1995	Registration not renewed. No 8&15.
EMBRACE	3	U.S.	P	74/463,317	11/26/1993	1,862,199	11/15/1994	Registration not renewed. No 8&15.
IDENTICALS	3	U.S.	P	75/445,101	03/05/1998			Abandoned per client
IFINITI (Stylized)	3	U.S.	P	74/350,165	01/21/1993	1,827,979	03/29/1994	Registration not renewed. No 8&15.
KIZMIT	3	U.S.	P	75/503,807	06/17/1998	2,428,714	02/13/2001	Registered - Affidavit of Use [Sec. 8&15] due 02/13/2007; Renewal due 02/13/2011
KIZMIT	3	U.S.	P	75/184,053	10/21/1996	2,366,607	07/11/2000	Registered - Affidavit of Use [Sec. 8&15] due 7/11/06; Renewal due 07/11/2010
KIZMIT (STYLIZED)	3	U.S.	P	75/657,531	03/10/1999	2,410,002	12/05/2000	Registered. 8&15 due 12/5/06.
KRISTY WELLS (Words & Design)	3, 8, 21	U.S.	P	74/609,778	12/12/1994	2,078,294	07/15/1997	Registered. 8&15 due by 7/15/03
KRISTY WELLS (Word only)	3	U.S.	P	73/496,353	08/24/1984	1,373,286	12/03/1985	Registered. 8&15 filed. Renewal due 12/3/05
KRISTY WELLS (Word only)	3	U.S.	P	73/326,354	09/02/1981	1,266,725	02/14/1984	Registered. 8&15 filed. Renewal due 2/14/04.
PRO FINISH	3	U.S.	P	74/258,723	03/24/1992	1,748,041	01/26/1993	Sections 8 & 15 Affidavit accepted. Renewal due 1/26/03
PRO FINISH	3	U.S.	P	75/503,812	06/17/1998	2,455,791	5/29/01	Registered. 8&15 due 5/29/07.

ABBA Trademarks

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<u>MARK</u>	<u>Class</u>	<u>Country</u>	<u>Code</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
ABBA	3	TURKEY	UKA	99/004799	04/27/1999	206,104	04/27/1999	Registered. Renewal due 4/27/2009
ABBA	3	U.K.	UKA			1,579,631	07/26/1994	Registered. Renewal due 7/26/10.
ABBA	3	U.S.	UKA	75/653,138	03/03/1999	2,416,439	12/26/00	Registered. Sec. 8&15 due 12/26/06. Renewal 12/26/2010
ABBA (AND DESIGN)	3	MEXICO	UKA	203687	06/29/1994	576508	05/15/1998	Registered. Proof of Use due: 05/15/01 – not sent. Renewal Due: 6/29/04
ABBA (STYLIZED)	3	HONG KONG	UKA	10976/94	09/20/1994	6185/1998	09/20/1994	Registered. Renewal due: 9/20/01. Did not renew
ABBA LIQUID STYLING TOOLS	3	ARGENTINA	UKA	Z159445	06/26/1998			Published 9/2/1998
ABBA LIQUID STYLING TOOLS	3	BRAZIL	UKA	820928020	07/23/1998			Published 9/2/1998
ABBA LIQUID STYLING TOOLS	3	CANADA	UKA	892158	10/2/1998			Abandoned.
ABBA LIQUID STYLING TOOLS	3	EUROPEAN COMMUNITY	UKA	930412	9/15/1998			Abandoned.
ABBA LIQUID STYLING TOOLS	3	SWITZERLAND	UKA	07677/1998	09/17/1998	459542	03/17/1999	Registered Renewal due 9/17/08
ABBA LIQUID STYLING TOOLS	3	U.S.	UKA	75/590,256	11/17/1998			Abandoned. No SOU filed.
ABBA LIQUID STYLING TOOLS (Stylized)	3	U.S.		73/778,583	02/03/89	1639463	04/02/91	Cancelled. Sec. 8 not filed in 1997.
ABBA PURE & NATURAL HAIR CARE	3	ARGENTINA	UKA	2172048	07/29/1998			Opposition Filed
ABBA PURE & NATURAL HAIR CARE	3	AUSTRALIA	UKA	A641189	09/21/1994	A641189	12/05/1995	Registered. Renewal Due 09/21/11
ABBA PURE & NATURAL HAIR CARE	3	BRAZIL	UKA	821281860	12/16/1998	A641189	12/05/1995	Abandoned.

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<u>MARK</u>	<u>Class</u>	<u>Country</u>	<u>Code</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
ABBA PURE & NATURAL HAIR CARE	3	EUROPEAN COMMUNITY	UKA	916361	8/26/1996	916361	8/26/1998	Registered. Renewal 8/26/08
ABBA PURE & NATURAL HAIR CARE	3	SINGAPORE	UKA	8013/94	09/15/1994	8013/94	09/15/1994	Registered. Renewal Due: 9/15/2004
ABBA PURE & NATURAL HAIR CARE	3	SWITZERLAND	UKA	07678/1998	09/17/1998	467558	09/17/1998	Registered. Renewal due 9/17/2008
ABBA PURE & NATURAL HAIR CARE	3	THAILAND	UKA	276421	11/24/1994	TM59813	06/13/1997	Registered. Renewal due 11/23/2004
ABBA PURE & NATURAL HAIR CARE	3	TURKEY	UKA	99/004798	04/27/1999	205,914	04/27/1999	Registered. Renewal due 4/27/2009
ABBA PURE & NATURAL HAIR CARE (Stylized)	3	U.S.	UKA	74/317325	09/24/1992	1,778,604	06/29/1993	Registered. Section 8 & 15 accepted 2/29/2000. Renewal due 6/29/03.
ABBA PURE & NATURAL HAIR CARE (and design)	3	CANADA	UKA	723887	04/29/1994	430475	07/15/1994	Registered. Renewal due 07/15/09
ABBA PURE & NATURAL HAIR CARE (and design)	3	MEXICO	UKA	203687	06/29/1994			Pending issuance of registration
ABBA PURE & NATURAL HAIR CARE (Stylized)	3	U.S.	UKA	75/657,530	03/10/1999	2,309,415	01/18/2000	Registered. Section 8 & 15 due 1/18/2006. Renewal due 1/18/2010
ABBA PURE & NATURAL HAIR CARE (Word mark)	3	U.S.	UKA	75/653,060	03/03/1999	2,319,398	02/15/2000	Registered. Section 8 & 15 due 2/15/2006. Renewal due 2/15/2010
ALPHA WORKS	3	CANADA	UKA	882034	06/19/1998	523157	02/15/00	Registered. Renewal 02/15/15
ALPHA WORKS	3	EUROPEAN COMMUNITY	UKA	851816	6/16/1998			Abandoned.
ALPHA WORKS	3	U.S.	UKA	74/564,562	8/23/1994	1,997,861	09/03/1996	Registered. Sec 8/15 due 9/03/02. Renewal 9/03/06
BOTANICAL TILES	3	U.S.	UKA	75/437/176	02/19/1998			Allowed 9/14/1999. Abandoned. No SOU.

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<u>MARK</u>	<u>Class</u>	<u>Country</u>	<u>Code</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
BOTANICAL FINISH	3	EUROPE	UKA	851915	06/16/1998	851915	06/16/1998	Registered. Renewal due 6/16/2008
BOTANICAL FINISH	3	U.S.	UKA	75/248713	02/27/1997	2,344,293	04/25/2000	Registered. Section 8 & 15 due 4/25/2006. Renewal due 4/25/2010 [NOTE: Abandoned per Koyama e-mail of 4/16/02]
BOTANICAL HIGH	3	ARGENTINA	UKA	2158510	6/23/1998			Published 8/26/1998
BOTANICAL HIGH	3	AUSTRALIA	UKA	783360	1/20/1999			Abandoned.
BOTANICAL HIGH	3	BRAZIL	UKA	820927988	7/23/1998			Published 8/1/1998
BOTANICAL HIGH	3	CANADA	UKA	882030	6/19/1998			Response to Office Action filed 4/1999
BOTANICAL HIGH		EUROPEAN COMMUNITY	UKA	851675	6/16/1998			Published 10/1999
BOTANICAL HIGH	3	MEXICO	UKA	340078	07/16/1998	586891	08/31/1998	Registered. Proof of Use: 8/31/01 – not sent; Renewal due: 8/31/2008
BOTANICAL HIGH	3	U.S.	UKA	75/295090	05/20/1997	2,174,024	07/14/1998	Registered. Sec 8&15 due 7/14/04, Renewal 7/14/2008
BOTZ	3	U.S.	UKA	75/087,726	04/15/1996	2,164,439	06/09/1998	Registered. SOU due 6/09/04. Renewal 6/09/2008
CREME-MOIST	3	ARGENTINA	UKA	2,157,384	6/17/1998			Published 8/12/1998. Status letter to FA 3/26/1999
CREME-MOIST	3	AUSTRALIA	UKA	783357	1/20/1999			Abandoned/
CREME-MOIST	3	CANADA	UKA	882033	06/19/1998	521122	01/06/2000	Registered. Renewal due 1/6/2015
CREME-MOIST	3	EUROPEAN COMMUNITY	UKA	1006691	12/11/1998			Published 9/27/1999
CREME-MOIST	3	MEXICO	UKA	341947	07/30/1998	593927	11/26/1998	Registered. Proof of Use due: 11/26/01 – not sent; Renewal due: 11/26/2008
CREME-MOIST	3	U.S.	UKA	75/248665	02/27/1997	2,123,972	12/23/1997	Registered. Sec 8/15 due 12/23/03, Renewal 12/23/07.
EXACTING	3	U.S.	UKA	75/248.674	02/27/1997	2,181,984	08/18/1998	Registered. Sec 8/15 due 8/18/04, Renewal 08/18/2008.

<u>MARK</u>	<u>Class</u>	<u>Country</u>	<u>Code</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
GELSENTIAL	3	ARGENTINA	UKA	2.157.383	6/17/1998			Published 8/12/1998
GELSENTIAL	3	AUSTRALIA	UKA	783359	1/20/1999			Published 5/1999
GELSENTIAL	3	BRAZIL	UKA	820928046	7/23/1998			Published 1998
GELSENTIAL	3	CANADA	UKA	882.032	07/21/1998	523365	02/17/2000	Registered. Renewal due 2/17/2015
GELSENTIAL	3	EUROPEAN COMMUNITY	UKA	851881	6/16/1998			Published 4/1999
GELSENTIAL	3	MEXICO	UKA	340075	07/16/1998	586888	08/31/1998	Registered. Proof of Use due: 8/31/01; Renewal due: 8/31/2008
GELSENTIAL	3	U.S.	UKA	74/565,131	08/24/1994	1,909,682	08/08/1995	Registered. Sec. 8&15 filed. Renewal 8/8/05
HERBAL THERAPY	3	ARGENTINA	UKA	2130071	2/9/1998			Abandoned
HERBAL THERAPY	3	BOLIVIA	UKA	1420	2/2/1998			Published 7/1999
HERBAL THERAPY	3	BRAZIL	UKA	810.499.480	2/13/1998			Published 6/18/1998
HERBAL THERAPY	3	CANADA	UKA	882972	6/30/1998			Extension to file response filed 10/1999
HERBAL THERAPY	3	CHILE	UKA	418214	6/19/1998			Rejected
HERBAL THERAPY	3	EUROPEAN COMMUNITY	UKA	733345	1/28/1998			Response to Office Action 2/19/1999
HERBAL THERAPY	3	MEXICO	UKA	339671	07/14/1998	621454	07/14/1998	Registered before instructed to abandon 03/2000
HERBAL THERAPY	3	PARAGUAY	UKA	2617	02/10/1998	206751	09/10/1998	Registered. Renewal due: 9/19/2008
HERBAL THERAPY	3	PERU	UKA	56887	02/09/1998	52816	02/01/1999	Registered. Renewal due 2/1/2009
HERBAL THERAPY	3	URUGUAY	UKA	301259	02/06/1998	301259	09/17/98	Registered. Renewal due: 9/17/2008
HERBAL THERAPY	3	U.S.	UKA	75/331,554	07/28/1997	2,427,212	02/06/2001	Registered. Sec. 8&15 due 02/06/2007; Renewal due 02/06/2011
HERBAL THERAPY	3	VENEZUELA	UKA	98-011175	4/24/1998			Published 4/1999
HERBAL THERAPY	3	ARGENTINA	UKA	2.161.369	07/07/1998			Published 9/1998

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HERBALTHERAPY	3	BOLIVIA	UKA	8380	6/24/1998			Awaiting registration certificate
HERBALTHERAPY	3	BRAZIL	UKA	820.773.662	07/13/1998			Published 1998
HERBALTHERAPY	3	CANADA	UKA	882973	6/30/1998			Extension to file response to Office of Action 10/1999
HERBALTHERAPY	3	CHILE	UKA	404.486	1/31/1998			Rejected
HERBALTHERAPY	3	COLUMBIA	UKA	98-004490	3/30/1998			Published 8/1998
HERBALTHERAPY	3	EUROPEAN COMMUNITY	UKA	832071	5/28/1998			Response to Office Action 2/1999
HERBALTHERAPY	3	MEXICO	UKA	321228	01/28/1998	629128		Registered before instructed to abandon 03/2000. Pending Notice of Allowance
HERBALTHERAPY	3	PARAGUAY	UKA			209252	11/27/1998	Registered. Renewal due: 11/27/2008
HERBALTHERAPY	3	PERU	UKA	61107	04/24/1998	56386	07/27/1999	Registered. Renewal due 7/27/2009
HERBALTHERAPY	3	URUGUAY	UKA	304833	06/18/1998	304833	10/16/1988	Registered. Renewal due: 10/16/2008
HERBALTHERAPY	3	U.S.	UKA	75/625,507	1/22/1999			Response to Office Action due 12/1999. Abandoned.
HERBALTHERAPY	3	VENEZUELA	UKA	98007039	4/23/1998			Abandoned
MICA	3	ARGENTINA	UKA	2,157,381	6/17/1998			Opposition filed.
MICA	3	AUSTRALIA	UKA	783358	1/20/1999			Abandoned
MICA	3	BRAZIL	UKA	820927953	7/23/1998			Published 9/1998
MICA	3	CANADA	UKA	881568	6/16/1998			Abandoned
MICA	3	EUROPEAN COMMUNITY	UKA	850438	6/15/1998			Abandoned
MICA	3	MEXICO	UKA	340079	07/16/1998	586892	08/31/1998	Registered. SOU due 8/01
MICA	3	U.S.	UKA	74/380,412	04/14/1993	1,839,820	06/14/1994	Registered. Cancelled after Sec. 8 filed.
MOISTURE SCENTSATION	3	ARGENTINA	UKA	2159446	6/26/1998			Abandoned
MOISTURE SCENTSATION	3	AUSTRALIA	UKA	783356	1/20/1999			Abandoned

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<u>MARK</u>	<u>Class</u>	<u>Country</u>	<u>Code</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
MOISTURE SCENTSATION	3	BRAZIL	UKA	820928054	7/23/1998			Awaiting Certificate of Registration
MOISTURE SCENTSATION	3	CANADA	UKA	884276	7/14/1998			Published 11/1999
MOISTURE SCENTSATION	3	EUROPEAN COMMUNITY	UKA	858860	06/23/1998	858860	06/23/1998	Registered. Renewal due 6/23/2008
MOISTURE SCENTSATION	3	MEXICO	UKA	338263	07/02/1998	586701	08/31/1998	Registered. Proof of Use due: 8/31/01 - not sent; Renewal due 8/31/2008
MOISTURE SCENTSATION (Stylized)	3	U.S.	UKA	74/333,943	11/23/1992			Abandoned. No response to Office Action.
MOISTURE SCENTSATION	3	U.S.	UKA	75/248,667	02/27/1997			Abandoned.
MOLASSES PURIFIER	3	ARGENTINA	UKA	2,157,382	6/17/1998			Abandoned
MOLASSES PURIFIER	3	AUSTRALIA	UKA	783355	01/20/1999			Abandoned
MOLASSES PURIFIER	3	BRAZIL	UKA	820927945	7/23/1998			Published 9/1998
MOLASSES PURIFIER	3	CANADA	UKA	881571	06/16/1998	521136	01/06/2000	Registered. Renewal due 1/5/2015
MOLASSES PURIFIER	3	EUROPEAN COMMUNITY	UKA	850479	06/15/1998	850479	06/15/1998	Registered. Renewal due 6/15/2009
MOLASSES PURIFIER	3	MEXICO	UKA	340080	07/16/1998	586893	08/31/1998	Registered. Proof of Use due 8/31/01 - not sent; Renewal due: 8/31/2008
MOLASSES PURIFIER	3	U.S.	UKA	75/248,706	02/27/1997	2,213,776	12/29/1998	Registered. Sec. 8/15 due 12/29/04. Renewal due 12/29/08.
RECOUP	3	ARGENTINA	UKA	2,159,444	6/26/1998			Published 9/1998
RECOUP	3	AUSTRALIA	UKA	783354	1/20/1999			Abandoned
RECOUP	3	BRAZIL	UKA	820928038	7/23/1998			Published 9/1998
RECOUP	3	CANADA	UKA	885639	7/27/1998			Published 8/1999
RECOUP	3	EUROPEAN COMMUNITY	UKA	859868	06/24/1998	859868	06/24/1998	Registered. Proof of Use due 8/31/01 - not sent; Renewal due: 8/31/2008
RECOUP	3	MEXICO	UKA	341688	7/29/1998	587027	8/31/1998	Registered. SOU due 8/31/01 -

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<u>MARK</u>	<u>Class</u>	<u>Country</u>	<u>Code</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
RECOUP	3	U.S.	UKA	74/180,146	06/27/1991	1,685,002	05/05/1992	Registered. Sections 8 & 15 Affidavit accepted 5/27/98. Renewal due 05/05/02.
SETS	3	ARGENTIN A	UKA	2157380	6/17/1998			Published 8/1998
SETS	3	AUSTRALI A	UKA	783353	1/20/1999			Abandoned
SETS	3	BRAZIL	UKA	820927961	7/23/1998			Published 9/1998
SETS	3	CANADA	UKA	881569	6/16/1998			Response to Office Action filed 4/1999
SETS	3	EUROPEAN COMMUNI TY	UKA	1006642	12/11/1998			Accepted 12/22/1998
SETS	3	MEXICO	UKA	340081	07/16/1998	586894	08/31/1998	Registered. Proof of Use: 8/31/01 -did not send per SL; Renewal due: 8/31/2008
SETS	3	U.S.	UKA	74/135,835	07/18/1996	2,046,845	03/18/1997	Registered. Section 8/15 due 03/18/03. Renewal due 03/18/2007
SE SHAPES	3	ARGENTIN A	UKA	2,157,385	6/17/1998			Published 8/1998
TRUE SHAPES	3	AUSTRALI A	UKA	783352	1/20/1999			Published 5/1999
TRUE SHAPES	3	BRAZIL	UKA	820927970	7/23/1998			Published 9/1998
TRUE SHAPES	3	CANADA	UKA	881570	06/16/1998	521137	01/06/2000	Registered. Renewal due 1/6/2015
TRUE SHAPES	3	EUROPEAN COMMUNI TY	UKA	850446	06/15/1998	850446	06/18/1998	Registered. Renewal due 6/15/08
TRUE SHAPES	3	MEXICO	UKA	341689	07/29/1998	587028	08/31/1998	Registered. Proof of Use: 8/31/01; Renewal due: 8/31/2008
TRUE SHAPES	3	U.S.	UKA	74/628,728	02/02/1995	2,007,080	10/08/1996	Registered. Sec. 8/15 due 10/08/02. Renewal due 10/8/2006
TRUMINT	3	ARGENTIN A	UKA	2,157,379	6/17/1998			Abandoned
TRUMINT	3	AUSTRALI A	UKA	783351	1/20/1999			Published 5/1999
TRUMINT	3	BRAZIL	UKA	820927996	7/23/1998			Published 9/1998
TRUMINT	3	CANADA	UKA	881572	06/16/1998	522752	02/08/2000	Registered. Renewal due 2/8/2015
TRUMINT	3	EUROPEAN COMMUNI TY	UKA	850461	06/15/1998	850461	06/15/1998	Registered. Renewal due: 6/15/2008;

Mark	Class	Country	Code	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
TRUMINT	3	MEXICO	UKA	340077	07/16/1998	586890	08/31/1998	Registered. Proof of Use due: 8/31/01 - not sent; Renewal due: 8/31/2008
TRUMINT	3	U.S.	UKA	75/090,235	04/18/1996	2,090,098	08/19/1997	Registered. Sec. 8/15 due 8/19/03. Renewal due 8/19/2007
ZEROSCENT	3	ARGENTINA	UKA	2,157,378	6/17/1998			Published 8/1998
ZEROSCENT	3	AUSTRALIA	UKA	783350	1/20/1999			Published 5/1999
ZEROSCENT	3	BRAZIL	UKA	820928011	7/23/1998			Published 9/1998
ZEROSCENT	3	CANADA	UKA	882031	06/19/1998	528205	05/23/2000	Registered. Renewal due 05/15/2015
ZEROSCENT	3	EUROPEAN COMMUNITY	UKA	851899	6/16/1998			Abandoned.
ZEROSCENT	3	MEXICO	UKA	340076	07/16/1998	586889	08/31/1998	Registered. Proof of Use: 8/31/01 - not sent; Renewal due 8/31/2008
ZEROSCENT	3	U.S.	UKA	75/202,449	11/22/1996	2,171,888	07/07/1998	Registered. Sec. 8&15 due 7/7/04. Renewal due 7/7/08.

Framesi Trademarks

Mark	Country	Owner	Code	Class	Application #	Patent/Mark #	Registration Date	Status/Activities
BCP	Canada	Framesi USA Inc.	F			406,896	1/8/1993	Registered.
BCP	Mexico	Framesi USA Inc.	F			428,281	12/23/1992	Registered.
BCP	U.S.	Framesi USA Inc.	F	3	74/202,163	1,700,113	07/14/1992	Registered 07/14/1992. Renewal due 07/14/2002
BETTER BEAUTY	U.S.	Ft. Pitt Acquisition, Inc.	F	42	75/119,789	2,160,866	5/26/1998	Registered Service Mark. Sec. 8&15 due 05/26/2004.
BRASH	U.S.	Framesi USA Inc.	F	3	74/735,110	2,045,070	3/11/1997	Registered. Sec. 8&15 due 03/11/2003.
FRIZZ AWAY	U.S.	Ft. Pitt Acquisition, Inc.	F	3	75/407,977	2,304,710	12/28/1999	Registered. Sec. 8&15 due 12/28/2005.
MIXCOLOR	U.S.	Framesi Italy	F	3	74/109,148	1,682,585	4/14/1992	Licensed to Styling. Styling does not own Mixcolor
EP-IT	U.S.	Ft. Pitt Acquisition,	F	3	75/352,134	2,261,538	7/13/1999	Registered. Declaration of Use due 07/13/2005.

		Inc.						
PURE COLOR	U.S.	Ft. Pitt Acquisition, Inc.	F	3	75/620,474			Abandoned. No SOU filed after allowance.
SHINE IN	U.S.	Ft. Pitt Acquisition, Inc.	F	3	75/283,337	2,352,247	5/23/2000	Declaration of Use due 5/23/2006
STOPP- FRIZZ	U.S.	Ft. Pitt Acquisition, Inc.	F	3	75/382,478	2,236,294	3/30/1999	Registered. Declaration of Use due 03/30/2005.
THICK & BODY	U.S.	Ft. Pitt Acquisition, Inc.	F	3	75/493,879	2,304,962	12/28/1999	Registered. Declaration of Use due 12/28/2005.
VIOLIGHTS SHAMPOO	U.S.	Ft. Pitt Acquisition, Inc.	F	3	75/494,991	2,330,281	3/14/2000	Registered. Declaration of Use due 3/14/2006

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Schedule 2

Mark*	Serial or Reg. No.	Filed or Issue Date	Current Record Owner	Entity primarily using the mark	Status
Cosmic	Fed. Reg. No. 1,895,801	5/30/1995	Cosmic Nail International, Inc.		Registration not renewed
Embrace	Fed. Reg. No. 1,862,199	11/15/1994	Pro Finish U.S.A., Ltd.		Registration cancelled
Identicals	Ser. No. 75-445,101	FL. 3/5/1998	Pro Finish U.S.A., Ltd		Abandoned
Abba Liquid Styling Tools (Stylized)	Fed. Reg. No. 1,639,463	4/2/1991	U.K. Abba Products, Inc.		Registration cancelled
Botanical Brites	Ser. No. 75/437,176		Styling Technology Corporation		Abandoned
Mica	Fed. Reg. No. 1,839,820	6/14/1994	U.K. Abba Products, Inc.		Registration cancelled
Moisture Sensation (Stylized)	Ser. No. 74-333,943	11/23/1992	U.K. Abba Products, Inc.		Abandoned
Moisture Sensation	Ser. No. 75/248,667	FL. 2/27/1997	U.K. Abba Products, Inc.		Abandoned
Herbaltherapy	Ser. No. 75/625,507	FL. 1/22/1999	Styling Technology Corporation		Abandoned
ABBA Liquid Styling Tools	Appl. No. 75/590,256				Abandoned; no SOU filed
Infiniti (Stylized)	Reg. No. 1,827,979	03/29/1994	Styling Technology Corp		Registration not renewed
Pure Color	Ser. No. 75/650,474	FL. 1/13/1999	Ft. Pitt Acquisition, Inc.		Abandoned