

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 05/23/2000 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|-----------------------|
| Gloss.com, Inc. | | 05/23/2000 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------------|
| Name: | Blue Acquisition LLC |
| Street Address: | 1550 Bryant Street |
| Internal Address: | Suite 575 |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94103 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2553752 | GLOSS.COM |

CORRESPONDENCE DATA

Fax Number: (212)572-6743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: uspto@estee.com
 Correspondent Name: Donna Ruggiero
 Address Line 1: 767 Fifth Avenue
 Address Line 2: 42 Floor
 Address Line 4: New York, NEW YORK 10153

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | GLOSS/ASSIGNMENT |
| NAME OF SUBMITTER: | Donna Ruggiero |
| Signature: | /donna ruggiero/ |

TRADEMARK

Date:

02/02/2007

Total Attachments: 4

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT ("Agreement"), made as of this 23rd day of May, 2000 by and between Gloss.com, Inc., a Delaware corporation ("Seller"), and Blue Acquisition LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller is the owner of the trademarks, service marks and domain names set forth in Attachment A, all common law rights relating thereto, and all registrations and applications relating thereto (hereinafter the "Trademarks"), and the goodwill of the business symbolized thereby and associated therewith;

WHEREAS, Buyer, The Estée Lauder Companies, Inc. and Seller have entered into an Asset Purchase Agreement, dated as of April 7, 2000, pursuant to which Seller agreed to transfer and assign the Trademarks to Buyer; and

WHEREAS, Seller is desirous of transferring and assigning to Buyer, and Buyer is desirous of acquiring, the Trademarks.

NOW, THEREFORE, effective as of the date hereof, by this document, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, and transfer to Buyer, and its successors and assigns, the entire right, title and interest in and to the Trademarks and (i) all applications and registrations which have been or may be filed or issued in respect thereto and any renewals thereof, (ii) all goodwill symbolized by and associated with the business conducted under the Trademarks, (iii) all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, (iv) all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, or future infringement of the Trademarks or other rights transferred and assigned to Buyer under this Agreement, and (v) all rights corresponding to the foregoing throughout the world.

In order to effect the transfer of the internet domain names set forth in Attachment A hereto (the "Domains"), Seller shall, at its expense, submit all appropriate forms to Network Solutions, Inc., or any other domain name registrar through which it acquired any or all of the Domains, and execute such other forms or documents as may be reasonably necessary to transfer such Domains to Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Trademark and Domain Name Assignment Agreement to be duly executed by its authorized officer as of April 28, 2000.

GLOSS.COM, INC.

By: Michael Hananel
Name: Michael Hananel
Title: Chief Operating Officer

STATE OF _____:
COUNTY OF _____,

*See Attached All purpose
Acknowledgment*

On this ____ day of _____, 2000, before me, a Notary Public in and for the County of _____ in the State of _____, personally appeared Michael Hananel to me known to be the Chief Operating Officer of Gloss.com, Inc. and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

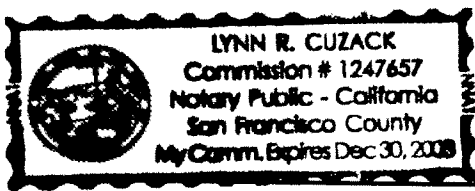
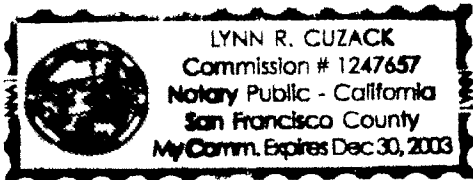
State of CALIFORNIA

County of SAN FRANCISCO

On April 28, 2000 before me, Lynn R. Cuzack, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Hannan
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lynn R. Cuzack
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark & Domain Name Assignment

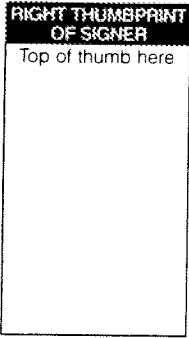
Document Date: Agreement "Gloss, Com, Inc." Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Hannan

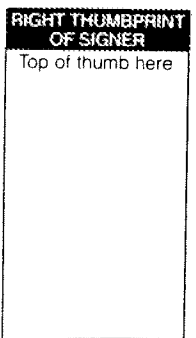
- Individual
- Corporate Officer
Title(s): C.O.O.
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

ATTACHMENT A

Trademarks

| <u>Trademark</u> | <u>Application Number</u> | <u>Jurisdiction</u> |
|------------------|---------------------------|---------------------|
| GLOSS.COM | 75/731,752 | United States |
| GLOSS.COM | 1033183 | Canada |
| GLOSS.COM | 11-98376 | Japan |
| GLOSS.COM | 1356633 | European Community |

Domain Names

gloss.com
glosshome.com
homegloss.com
glossbaby.com
babygloss.com
glossgirl.com
girlgloss.com
glossguy.com
guygloss.com
glossgift.com
giftgloss.com
glossteen.com
glossteens.com
teengloss.com
glossgifts.com
glosszine.com
insidegloss.com
askmsgloss.com
msgloss.com