

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dr. Miracle's, L.L.C.		03/20/2008	LIMITED LIABILITY COMPANY: NEW YORK
Dr. Wonder, L.L.C.		03/20/2008	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Dr. Miracle's, Inc.
<b>Street Address:</b>	7 Greenwich Office Park, Suite 200
<b>Internal Address:</b>	599 West Putnam Avenue
<b>City:</b>	Greenwich
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06830
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Registration Number:	2906481	DR. MIRACLE'S
Serial Number:	77032835	DR. MIRACLE'S
Serial Number:	78331348	THERMALCEUTICAL
Registration Number:	3064549	THERMALCEUTICAL
Serial Number:	77314139	THERMALCEUTICAL
Serial Number:	78352024	"FEEL IT" FORMULA
Registration Number:	3108245	"FEEL IT" FORMULA
Registration Number:	3152769	ENJOY THE TINGLE ENJOY THE GROWTH
Serial Number:	78364728	DR. MAGICAL
Serial Number:	78364899	DR. WONDERFUL
Serial Number:	78364925	DR. MARVELOUS

CH \$915.00 2906481

Serial Number:	78442342	SCALP SCIENCE
Registration Number:	3059643	BRAID RELIEF
Serial Number:	76482284	DR. MIRACLE'S
Registration Number:	3018370	DR. MIRACLE'S
Registration Number:	2879943	HOT GRO
Registration Number:	3042192	TEMPLE HEAVEN
Serial Number:	78458866	ZE ZE
Registration Number:	3314904	DOCTOR WONDER
Serial Number:	78549802	DOCTOR WONDER
Serial Number:	78565998	HEAT RELIEF
Serial Number:	78601787	CHINESE MIRACLE
Serial Number:	78638759	DR. WOO'S CHINESE HAIR MIRACLE
Registration Number:	3266280	HAIRX MEDS COLLECTION
Serial Number:	78849827	SKIN MEDS COLLECTION
Registration Number:	3373561	STYLING MEDS
Serial Number:	78934549	DOCTOR WONDER
Serial Number:	77198773	DR. WOO'S
Serial Number:	77216761	SALON MEDS
Serial Number:	77226755	MY GOODBYE ACNE SYSTEM
Serial Number:	77255815	FOOT MEDS COLLECTION
Serial Number:	77264893	SALON MIRACLE 3000
Serial Number:	77264905	SALON MIRACLE DE PARIS
Serial Number:	77333019	"HEALTHY HAIR IS SEXY HAIR!" "DES CHEVEUX EN SANTE SONT DES CHEVEUX SEXY!"
Serial Number:	77393786	"FAMILY SECRET"
Serial Number:	77393776	"FAMILY SECRET"

**CORRESPONDENCE DATA**

Fax Number: (949)451-4220  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 949-451-3800  
Email: dsegal@gibsondunn.com  
Correspondent Name: David A. Segal  
Address Line 1: 3161 Michelson Drive  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	19697-00036
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NAME OF SUBMITTER:	David A. Segal
Signature:	/david a. segal/
Date:	04/01/2008

**Total Attachments: 12**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective the 20th day of March, 2008 (the "Effective Date"), is made and entered into by and between DR. MIRACLE'S, L.L.C., a New York limited liability company, having a principal place of business at 183 Madison Avenue, Suite 405, New York, New York 10016, and DR. WONDER, L.L.C., a New York limited liability company and wholly owned subsidiary of Dr. Miracles L.L.C., (collectively the "Assignors"), and DR. MIRACLES, INC., a Delaware corporation, having a principal place of business at 7 Greenwich Office Park, Suite 200 599 West Putnam Avenue, Greenwich, CT 06830, ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings set forth in the Asset Contribution Agreement (defined below). Assignors and Assignee may be collectively referred to herein as the "Parties."

WHEREAS, Assignors are the owners of certain rights, title and interest in and to the Transferred Trademarks (as defined below);

WHEREAS, the Assignors and Assignee entered into that certain Asset Contribution Agreement dated March 20, 2008, by and among Assignors, Assignee, Brian K. Marks, Richard Lombardi, Ollie Johnson, Rabiadou Marks, Ethnic Brands LLC, a Delaware limited liability company, and DRM Holdings, Inc., a Delaware corporation (the "Asset Contribution Agreement"), pursuant to which Assignee purchased, among other things, all the Acquired Assets of the Assignors, including the Transferred Trademarks from the Assignors;

WHEREAS, pursuant to the terms of this Assignment, and in consideration of the performance by Assignors of their obligations under the Asset Contribution Agreement and in order to satisfy those obligations, each of the Assignors desires to transfer to Assignee, and Assignee desires to accept, all of Assignors' right, title and interest in and to the Transferred Trademarks, together with the goodwill associated therewith; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Asset Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. All Assignors hereby assign to Assignee all of Assignors' right, title and interest in and to the following (collectively, the "Transferred Trademarks"): trade names, trademarks and service marks (registered and unregistered anywhere in the world), domain names and other Internet addresses or identifiers, trade dress and similar rights and applications), including but not limited those items set forth on Schedule A hereto; and intent to use applications to register any of the foregoing, including, without limitation, the name "Dr. Miracle's", and "Dr. Wonder" and the goodwill associated therewith; together with all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof. The parties acknowledge and agree that the transfer of any U.S.

Intent-to-Use applications hereunder is in connection with the sale of the ongoing and existing Business to which they pertain.

2. No Warranties. Except as expressly provided in the Asset Contribution Agreement, Assignors make no warranties, express or implied, with respect to the Transferred Trademarks. Without limiting the generality of the foregoing, Assignors expressly disclaim any such warranties as to the nature or extent of Assignors' right, title or interest in and to the unregistered trademarks transferred hereby, or as to the registrability of such trademarks.

3. Further Assurances and Authorizations. Assignors shall, at the request, cost and expense of Assignee, timely execute and deliver any additional documents and perform any additional acts necessary or desirable to record and perfect throughout the world the conveyance and transfer under this Assignment of the Assignors' right, title and interest in and to the Transferred Trademarks to Assignee, and shall not enter into any agreement in conflict with this Assignment. Each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other evidence or form of intellectual property protection or applications therefor, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.


4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to that state's choice of law provisions. All Actions arising out of or relating to this Assignment shall be heard and determined in accordance with Article 9 of the Asset Contribution Agreement.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

6. Liability. The Parties acknowledge and agree that the sole purpose of this Assignment is to satisfy the obligations of the Assignors under the Asset Contribution Agreement relating to the sale of the Transferred Trademarks (the "Relevant Obligations"); that the Asset Contribution Agreement includes negotiated provisions addressing the allocation of liability between the parties to that agreement; that it is the intention of the Assignors and Assignee, and all parties to the Asset Contribution Agreement, that any claims relating to the Relevant Obligations will be brought under the Asset Contribution Agreement between the parties to those agreements and not under this Assignment; and therefore, the Parties shall have no liability to each other under or in connection with this Assignment. Without prejudice to the generality of the foregoing, no Party shall be liable under or in connection with this Assignment for any loss of profits, loss of business, loss of customers, loss of reputation or goodwill, wasted time or any consequential or indirect loss, howsoever arising and whether or not the party concerned was or ought to have been aware of the likelihood of such loss. No party hereunder limits or excludes any liability which it is not allowed to limit or exclude under applicable law.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR  
DR. MIRACLE'S, L.L.C.

By:   
Name: \_\_\_\_\_  
Title:

ASSIGNOR  
DR. WONDER, L.L.C.

By:   
Name: \_\_\_\_\_  
Title:

ASSIGNEE  
DR. MIRACLES, INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

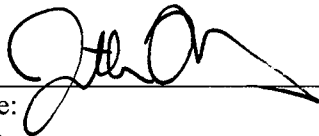
ASSIGNOR  
DR. MIRACLE'S, L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNOR  
DR. WONDER, L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE  
DR. MIRACLES, INC.


By:  \_\_\_\_\_  
Name:  
Title:

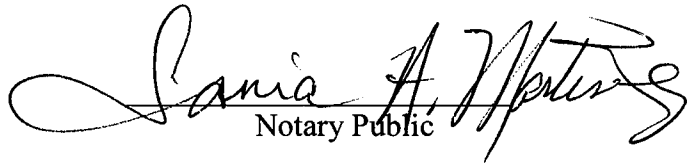
NOTARIAL CERTIFICATE

STATE OF NEW YORK )  
COUNTY OF NEW YORK : ss.:  
UNITED STATES OF AMERICA )

On this 31<sup>st</sup> day of March, 2008, before me personally came  
BRIAN K. MAHES, to me known and known to me to be the person who executed the  
foregoing instrument, and who being by me duly sworn, did depose and say that he/she is the  
PRESIDENT, of Dr. Miracles/Waxler LLC a corporation described in and  
on whose behalf has executed the foregoing instrument; and he/she signed his/her name thereto  
on behalf of, and with the authorization of, the board of directors of said company as the free  
deed and act of said company.

Subscribed and sworn to before me  
this 31<sup>st</sup> day of March, 2008.

  
**TANIA A. MARTINEZ**  
Notary Public, State of New York  
No. 01MA6026171  
Qualified in Queens County  
Commission Expires June 7, 2011

  
Notary Public

Seal



NOTARIAL CERTIFICATE

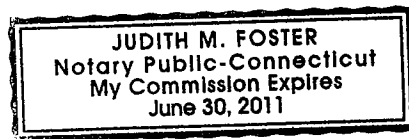
STATE OF CONNECTICUT            )  
COUNTY OF FAIRFIELD            :        ss.:  
UNITED STATES OF AMERICA    )

On this 27<sup>th</sup> day of MARCH, 2008, before me personally came JONATHAN OWSLEY, to me known and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he/she is the AUTHORIZED OFFICER, of DR. MIRACLES, INC. a corporation described in and on whose behalf has executed the foregoing instrument; and he/she signed his/her name thereto on behalf of, and with the authorization of, the board of directors of said company as the free deed and act of said company.

Subscribed and sworn to before me  
this 27<sup>th</sup> day of MARCH, 2008.

*Judith M. Foster*  
Notary Public

Seal



Schedule A

See Following List

DOCKET	COUNTRY	MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	ISSUE DATE
1233	6 TANZANIA	TM - DR. MIRACLES and design				
1233	6 TRINIDAD	TM - DR. MIRACLES and design	34596	1/7/2004	34596	6/23/2005
1233	6 TUNISIA	TM - DR. MIRACLES and design	EE.07.0791	3/27/2007		
1233	6 JAE	TM - DR. MIRACLES and design				
1233	6 UGANDA	TM - DR. MIRACLES and design	29618	2/26/2007		
1233	6 US-1	TM - DR. MIRACLES and design	78282792	4/4/2003	2906481	11/30/2004
1233	6 US-2	TM - DR. MIRACLES and design	77022835	10/31/2006		
1233	6 ZAMBIA	TM - DR. MIRACLES and design	812007	2/28/2007		
1233	6 ZAMBIE	TM - DR. MIRACLES and design	2562007	3/1/2007		
1233	14 US-1	TM - THERMALCEUTICAL	78031148	11/21/2003		
1233	14 US-2	TM - THERMALCEUTICAL	78976510	11/21/2003	3084549	2/28/2006
1233	14 US-3	TM - THERMALCEUTICAL	77314139	11/21/2003		
1233	15 BARBADOS	TM - FEEL IT FORMULA	8119633	7/14/2004	8119633	6/2/2005
1233	15 BRAZIL	TM - FEEL IT FORMULA	82669114	7/12/2004		
1233	15 CANADA	TM - FEEL IT FORMULA	1221023	7/9/2004	TMA659673	8/11/2006
1233	15 CTM	TM - FEEL IT FORMULA	3927449	7/9/2004	3927449	11/8/2005
1233	15 GHANA	TM - FEEL IT FORMULA	34448	7/14/2004		
1233	15 JAMAICA	TM - FEEL IT FORMULA	45453	7/12/2004	45453	7/12/2004
1233	15 KENYA	TM - FEEL IT FORMULA	56226	7/13/2004	56226	11/14/2004
1233	15 NGERIA	TM - FEEL IT FORMULA	TP90341/04	7/21/2004		
1233	15 TRINIDAD	TM - FEEL IT FORMULA	25173	7/13/2004	35173	8/11/2005
1233	15 US-1	TM - FEEL IT FORMULA	78232024	1/14/2004		
1233	15 US-2	TM - FEEL IT FORMULA	78327016	1/14/2004		
1233	16 BARBADOS	TM - ENJOY THE TINGLE ENJOY THE GROWTH	8119632	7/14/2004		
1233	16 BRAZIL	TM - ENJOY THE TINGLE ENJOY THE GROWTH	82669122	7/12/2004		
1233	16 CANADA	TM - ENJOY THE TINGLE ENJOY THE GROWTH	1223024	7/9/2004	TMA659774	8/14/2006
1233	16 CTM	TM - ENJOY THE TINGLE ENJOY THE GROWTH	3927605	7/9/2004	3927605	11/18/2005
1233	16 GHANA	TM - ENJOY THE TINGLE ENJOY THE GROWTH	34447	7/14/2004	34447	7/14/2004
1233	16 JAMAICA	TM - ENJOY THE TINGLE ENJOY THE GROWTH	45452	7/12/2004	45452	7/12/2004
1233	16 KENYA	TM - ENJOY THE TINGLE ENJOY THE GROWTH	56227	7/13/2004	56227	11/14/2004
1233	16 NGERIA	TM - ENJOY THE TINGLE ENJOY THE GROWTH	TP90342/04	7/14/2004		
1233	16 TRINIDAD	TM - ENJOY THE TINGLE ENJOY THE GROWTH	35172			
1233	17 US	TM - DR. MAGICAL	78364728	2/9/2004		
1233	18 US	TM - DR. WONDERFUL	78364899	2/9/2004		
1233	19 US	TM - DR. MARVELOUS	78364925	2/9/2004		
1233	21 US	TM - SCALT SCIENCE	78442542	6/28/2004		
1233	22 US	TM - BRAID RELIEF	784470372	8/20/2004	3059643	2/14/2006

DOCKET	COUNTRY	MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	ISSUE DATE
10-Mar-08						
1233	3 SOUTH AFRICA	DR. MIRACLES	2006/26867	11/22/2006		
1233	3 US-1	DR. MIRACLES	76482284	1/22/2003		
1233	3 US-2	DR. MIRACLES	76487765	1/13/2003	3018370	11/22/2005
1233	4 US	HOT GRO	7654961	1/17/2003	2879943	8/11/2004
1233	5 US	TEMPLE HEAVEN	76482271	1/13/2003	3042192	1/10/2006
1233	6 ALGERIA	TM - DR. MIRACLES and design	70863	4/12/2007		
1233	6 ANGOLA	TM - DR. MIRACLES and design	1657607	3/12/2007		
1233	6 BAHAMAS	TM - DR. MIRACLES and design			8/1/1939	11/16/2005
1233	6 BOTSWANA	TM - DR. MIRACLES and design	BW/07/00247	4/5/2007		
1233	6 BRAZIL	TM - DR. MIRACLES and design	826231861	1/29/2004		
1233	6 CANADA	TM - DR. MIRACLES and design	1197500	11/19/2003	TM/684543	3/11/2007
1233	6 CHILE	TM - DR. MIRACLES and design	772124	3/2/2007		
1233	6 CHINA	TM - DR. MIRACLES and design	5933109	3/2/2007		
1233	6 CONGO DRC	TM - DR. MIRACLES and design		4/3/2007		
1233	6 CTM	TM - DR. MIRACLES and design	3549524	11/20/2003	3549524	6/22/2005
1233	6 EGYPT	TM - DR. MIRACLES and design	197078	2/28/2007		
1233	6 ETHIOPIA	TM - DR. MIRACLES and design				
1233	6 GHANA	TM - DR. MIRACLES and design	34140	4/1/2004	34140	4/1/2004
1233	6 JAMAICA	TM - DR. MIRACLES and design	44595	11/21/2003	44595	11/21/2003
1233	6 JAPAN	TM - DR. MIRACLES and design	2007-020280	3/8/2007	5069960	8/10/2007
1233	6 KENYA	TM - DR. MIRACLES and design	55652	2/18/2004		
1233	6 KOREA	TM - DR. MIRACLES and design	40-2007-0014131	3/15/2007		
1233	6 LIBERIA	TM - DR. MIRACLES and design			LR/M/2007/00067	5/8/2007
1233	6 LUBA	TM - DR. MIRACLES and design	11892	3/15/2007		
1233	6 MADAGASCAR	TM - DR. MIRACLES and design	2007/0229	4/11/2007		
1233	6 MALAWI	TM - DR. MIRACLES and design	MW/17200/00098	2/28/2007		
1233	6 MOROCCO	TM - DR. MIRACLES and design	109841	3/29/2007	109841	3/29/2007
1233	6 MOZAMBIQUE	TM - DR. MIRACLES and design	11869/2007	4/12/2007		
1233	6 NAMIBIA	TM - DR. MIRACLES and design	070846	2/27/2007		
1233	6 NIGERIA	TM - DR. MIRACLES and design			90340	9/1/2004
1233	6 OAPI	TM - DR. MIRACLES and design	3 2007 00288	2/19/2007	55807	2/19/2007
1233	6 RWANDA	TM - DR. MIRACLES and design		3/10/2007	6012/08 K	4/5/2007
1233	6 SAO TOME-PRINCEPE	TM - DR. MIRACLES and design	439	3/16/2007		
1233	6 SAUDI ARABIA	TM - DR. MIRACLES and design				
1233	6 SIERRA LEONE	TM - DR. MIRACLES and design	18428	4/18/2007		
1233	6 SOUTH AFRICA	TM - DR. MIRACLES and design	2006/26868	11/22/2006		

DOCKET	COUNTRY	MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	ISSUE DATE
1233	23 US	TM - ZE ZE	784588866	7/29/2004		
1233	25 BARBADOS	TM - DOCTOR WONDER		7/19/2006		
1233	25 CANADA	TM - DOCTOR WONDER	1309856	7/20/2006		
1233	25 CTM	TM - DOCTOR WONDER	5244496	7/20/2006	5244496	8/23/2007
1233	25 JAMAICA	TM - DOCTOR WONDER	49003			7/20/2006
1233	25 TRINIDAD	TM - DOCTOR WONDER	37550	7/26/2006	37550	7/27/2006
1233	25 US-1	TM - DOCTOR WONDER	78578844	1/19/2005	3314904	10/16/2007
1233	25 US-2	TM - DOCTOR WONDER	78549802	1/19/2005		
1233	27 US	TM - HEAT RELIEF	78565998	2/11/2005		
1233	28 US	TM - CHINESE MIRACLE	78607787	4/5/2005		
1233	31 US	TM - DR. WOOD'S CHINESE HAIR MIRACLE	78638759	5/27/2005		
1233	31 CANADA	TM - DR. WOOD'S CHINESE HAIR MIRACLE	1278436	11/4/2005		
1233	31 CTM	TM - DR. WOOD'S CHINESE HAIR MIRACLE	4729596	11/02/2005	4729596	10/26/2006
1233	33 US	TM - HAIR MEDS COLLECTION	78766061	11/23/2005	3566280	7/17/2007
1233	33 BARBADOS	TM - HAIR MEDS COLLECTION		7/19/2006		
1233	33 CANADA	TM - HAIR MEDS COLLECTION	1301958	5/17/2006		
1233	33 CTM	TM - HAIR MEDS COLLECTION	5118955	5/18/2006	5118955	5/18/2007
1233	33 JAMAICA	TM - HAIR MEDS COLLECTION	48656	5/19/2006	48656	5/19/2006
1233	33 TRINIDAD	TM - HAIR MEDS COLLECTION	37286	5/23/2006		
1233	34 US	TM - SKIN MEDS	78849827	3/29/2006		
1233	35 US	TM - STYLING MEDS	77030818	10/27/2006	3373561	1/22/2008
1233	36 US	TM - DOCTOR WONDER & design	78634549	7/31/2006		
1233	37	Registration of Domain Name DRMIRACLES.COM				
1233	38	Registration of Domain Name DRMIRACLES.COM				
1233	39	Registration of Domain Name DRMIRACLES.COM				
1233	40	Registration of Domain Name DRMIRACLES.INFO				
1233	41	Registration of Domain Name DRMIRACLES.NET				
1233	42	Registration of Domain Name DRMIRACLES.ORG				
1233	43	Registration of Domain Name DRMIRACLES.TV				
1233	44	Registration of Domain Name DRMIRACLES.US				
1233	45	Registration of Domain Name DRMIRACLES.WS				
1233	46	Registration of Domain Name DR-MIRACLES.COM				
1233	50 US	TM - DR. WOOD'S	71098773	6/6/2007		
1233	51 US	TM - SALON MEDS	71216761	6/27/2007		
1233	52 US	TM - MY GOODBYE ACNE SYSTEM	71216755	7/11/2007		
1233	53 US	TM - FOOT MEDS COLLECTION	71255815	8/15/2007		
1233	54 US	TM - SALON MIRACLE 3000	71264893	8/21/2007		
1233	55 US	TM - SALON MIRACLE DE PARIS	71264905	8/27/2007		



Pending U.S. Trademark Applications

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Goods/ Services
"FAMILY SECRET"	Serial No. 77/393,786	Filing Date 2/11/08	Dr. Miracle's LLC	Int'l Cl. 3 - hair care and hair treatment preparations, etc.
"FAMILY SECRET"	Serial No. 77/393,776	Filing Date 2/11/08	Dr. Miracle's LLC	Int'l Cl. 3 - hair care and hair treatment preparations, etc.