

# Resubmission of 90011459A

Form PTO-1594 (Rev. 08/08)  
OMB Collection 0651-0027 (exp. 8/31/2008)

09-03-2008

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

9-2-08

RECORDED  
TR



103522708

To the Director of the U. S. Patent and Trademark Office at the new address(es) below.

### 1. Name of conveying party(ies):

Anna L. Phillips

- 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)

Additional names, addresses, or citizenship attached?  Yes  No

Name: AP Dreamworks, LLC

Internal Address: \_\_\_\_\_

Street Address: 1925 Fairfield

City: Grapevine

State: TX

Country: USA      Zip: 76051

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_

Other LLC      Citizenship TEXAS  
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):

Execution Date(s) July 23, 2008

- 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)

78930453

B. Trademark Registration No.(s)

77201812

Additional sheet(s) attached?  Yes  No

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

The Lash Lounge

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Melissa B. Kates

Internal Address: \_\_\_\_\_

Street Address: 1000 Ballpark Way, Suite 300

City: Arlington

State: TX      Zip: 76021

Phone Number: (817) 877-8152

Fax Number: (817) 877-8176

Email Address: mkates@shannongray.com

### 6. Total number of applications and registrations involved:

2

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

- 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 \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Melissa B. Kates

Signature

8/22/08  
Date

Melissa B. Kates

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

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

TRADEMARK

REEL: 003846 FRAME: 0753

**BILL OF SALE**

**STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT this BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made from ANNA L. PHILLIPS, an individual residing in Grapevine, Tarrant County, Texas ("Assignor"), to AP Dreamworks, LLC, a Texas limited liability company ("Assignee").

**RECITALS**

WHEREAS, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain "The Lash Lounge" trademark (as hereafter defined), subject to the terms and conditions set forth herein;

WHEREAS, Assignee has registered for a trademark of "The Lash Lounge", registration number 77201812;

NOW, THEREFORE, for good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, effective July 1, 2008, Assignor does hereby GRANT, ASSIGN, TRANSFER, CONVEY, SET OVER, and DELIVER to Assignee the property described as "The Lash Lounge" trademark, registration number 78930453 (the "Trademark"), and all goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and all rights thereunder.

ASSIGNOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE TRADEMARK, AND THE SAME IS SOLD IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ASSIGNOR HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, and

This Bill of Sale is made by Assignor and accepted by Assignee subject to all liens and encumbrances of any kind (the "Permitted Exceptions") to the extent that same are validly existing and affect the Trademark,

TO HAVE AND TO HOLD the Trademark unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND, all and singular, title to the Trademark unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Assignor, but not otherwise, subject to the Permitted Exceptions.

From time to time, as when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purpose of this Bill of Sale; provided such actions do not require Assignor to incur any out-of-pocket expenses that Assignor is not paying or reimbursing.

EXECUTED to be effective as of July 1, 2008.

ASSIGNOR:

Anna L. Phillips  
Anna L. Phillips, Individually

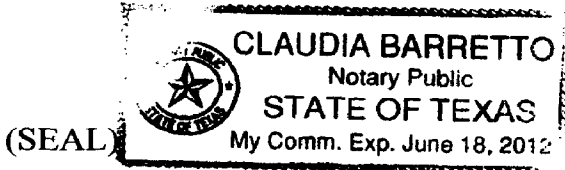
ASSIGNEE:

AP Dreamworks, LLC, a Texas Limited Liability Company

By: Anna L. Phillips  
Anna L. Phillips, Owner and Manager

STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 26 day of August, 2008, by Anna L. Phillips.

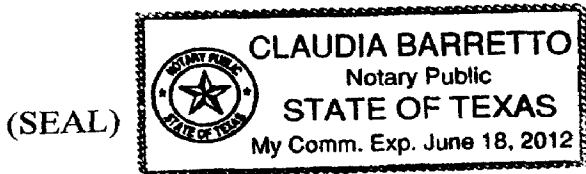


Claudia Barretto  
Notary Public in and for the State of Texas

My Commission Expires: 2012

STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 26 day of August, 2008, by Anna L. Phillips, Manager and Owner of AP Dreamworks, LLC, a Texas Limited Liability Company.



Claudia Barretto  
Notary Public in and for the State of Texas

My Commission Expires: 2012



## Office of the Secretary of State

January 09, 2006

Attn: Law Office of Jerry B. Jackson, P.C.

Law Office of Jerry B. Jackson, P.C.  
1800 Norwood #104  
Hurst, TX 76054 USA

RE: AP DreamWorks LLC  
File Number: 800596366

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. The first year franchise tax return will be due a year and ninety days following formation. Thereafter, an annual franchise tax return is due in May of each year. If you need to contact the Comptroller about franchise taxes, you may contact the agency by calling (800) 252-1381, by e-mail to [tax.help@cpa.state.tx.us](mailto:tax.help@cpa.state.tx.us) or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555

Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>  
Fax: (512) 463-5709

TTY: 7-1-1  
Document: 113662880002

Phone: (512) 463-5555  
Prepared by: Dee Harris

TRADEMARK  
REEL: 003846 FRAME: 0756



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

AP DreamWorks LLC  
File Number: 800596366

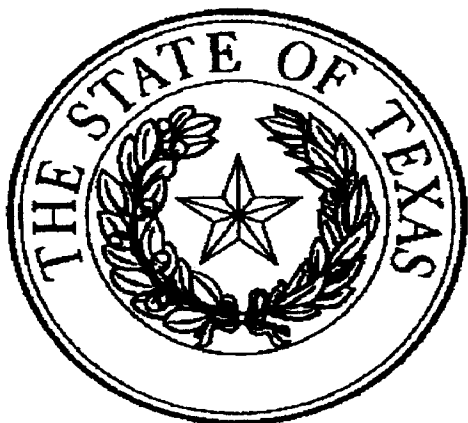
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/09/2006

Effective: 01/09/2006



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

Secretary of State  
P O, Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Limited Liability Company**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 800596366 01/09/2006  
Document #: 113662880002  
Image Generated Electronically  
for Web Filing

Filing Fee: \$300

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**AP DreamWorks LLC**

The name of the entity must contain the words "Limited Liability Company" or "Limited Company," or an accepted abbreviation of such terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 - Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**Anna L. Phillips**

C. The business address of the registered agent and the registered office address is:

Street Address:

**25 Fair Field Drive Grapevine TX 76051**

**Article 3 - Governing Authority**

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Anna L. Phillips**

Title: **Manager**

Address: **1925 Fair Field Drive Grapevine TX, USA 76051**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer are set forth below.

**na L. Phillips      1925 Fair Field Drive, Grapevine, TX 76051**

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

**Anna L. Phillips**

Signature of Organizer

FILING OFFICE COPY

TRADEMARK

REEL: 003846 FRAME: 0759

OPERATING AGREEMENT  
OF  
AP DREAMWORKS LLC

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**CERTIFICATION**

## OPERATING AGREEMENT

OF

AP DREAMWORKS LLC

THIS OPERATING AGREEMENT (this "Agreement"), dated as of January 9, 2006, is made by and among the Member(s) of the Company. For purposes of this Agreement, the term "Member" or "Members" shall refer only to those members holding Certificates of Ownership.

ARTICLE I

## THE LIMITED LIABILITY COMPANY

1.1 Formation. The Member(s) hereby form a limited liability company upon the terms and conditions provided in this Agreement, subject to the provisions of the Texas Limited Liability Company Act (the "Act").

1.2 Name. The name of the limited liability company shall be AP DREAMWORKS LLC (the "Company").

1.3 Articles of Organization. The Manager has caused Articles of Organization that comply with the requirements of the Act to be properly filed with the Texas Secretary of State. In the future, the Manager shall execute such further documents (including amendments to the articles of organization) and take such further action as shall be appropriate or necessary to comply with the requirements of law for the formation and operation of a limited liability company in all states and counties where the Company elects to carry on its business.

1.4 Business. The business of the company shall be to: (i) engage in such lawful activities as the Member deems desirable, and to do any and all other things necessary, desirable or incidental to the foregoing purposes. The Company may lease, sell, trade, auction or otherwise dispose of all or substantially all of its assets and any such transaction shall be considered to be within the scope of the Company's business.

1.5 Principal Place of Business; Registered Office and Agent. The Company's principal place of business shall be at 1925 Fair Field Dr., Grapevine, Texas 76051, or such other place either within or without Texas as may be selected from time to time by the Member. The registered office of the Company shall be at 1925 Fair Field Dr., Grapevine, Texas 76051, or such other place in Texas as may be selected from time to time by the Member. The Company's registered agent at such address shall be Anna L. Phillips.

## ARTICLE 2

### CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. Within 120 days of execution of this Agreement, the Member agrees to make an initial capital contribution to the Company as set forth on the attached Exhibit A to this Agreement.

2.2 Additional Capital Contributions. If from time to time in the reasonable judgement of the Member the Company requires additional capital for the operations of the Company, the Member may, in his discretion, borrow the funds from a third party, loan the funds to the Company or contribute the additional capital required by the Company.

2.3 Right to Enforce. No person shall have the right to enforce any obligation of the Member to contribute capital to the Company, and specifically no lender or other third party shall have such rights.

2.4 Return of Capital Contributions. Capital contributions shall be expended in furtherance of the business of the Company. All costs and expenses of the Company shall be paid from its funds. No interest shall be paid on capital contributions. No Manager shall have any personal liability for the repayment of any capital contribution or loan made to the Company.

## ARTICLE 3

### DISTRIBUTIONS

The Company shall make distributions of available cash (not otherwise required for the operations of the Company) to the Member(s) at such times and in such amounts as the Manager shall determine.

## ARTICLE 4

### ALLOCATION OF PROFIT AND LOSS

The profit or loss of the Company shall be determined on an annual basis and for such other periods as may be required. If, at any time, the Company shall be owned by only one member, then all profit and loss of the Company may be allocated to the Member. For federal income tax purposes, if the Member shall elect, the Company may be disregarded as an entity separate from the Member and each item of income, gain, loss and deduction of the Company shall be taxable to the Member as if the Company was taxable as a sole proprietorship. The classification of the Company as a sole proprietorship for federal income tax purposes shall have no effect on the liability of the Member under a judgment, decree, or order of a court, or in any other manner, for a debt, obligation, or liability of the Company. If, at any time, the Company

shall be owned by more than one Member, then the Members shall elect whether to be taxed as a corporation or a partnership.

## ARTICLE 5

### MANAGEMENT

#### 5.1 Management Authority.

(a) Management of the Company shall be vested exclusively in the Manager. The Manager shall have the power and authority to conduct the business of the Company. The Manager is hereby expressly authorized on behalf of the Company to make all decisions with respect to the Company's business and to take all actions necessary to carry out such decisions.

(b) The Manager may from time to time appoint and delegate his authority to individuals designated as officers of the Company, which officers shall have only the power and authority granted to them by the Manager. The Manager may also from time to time remove any such officer or officers so appointed. No delegation of authority by the Manager under this Section 5.1(b) shall relieve the Manager of his responsibilities.

(c) All documents executed on behalf of the Company need only be signed by the Manager. An officer appointed pursuant to Section 5.1(b) may sign those documents that relate to the power and authority granted to such officer by the Manager.

5.2 Duties. The Manager and any duly appointed officer shall carry out his duties in good faith, in a manner he believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager or duly appointed officer who so performs his duties shall not have any liability by reason of being or having been a Manager or officer of the Company.

5.3 Time Devoted to Business. The Manager shall devote such time to the business of the Company as he, in his discretion, deems necessary for the efficient carrying on of the Company's business.

5.4 Tenure and Qualifications. The Manager shall hold office for a term of one year, or longer if so decided by a majority of equity interest entitled to vote, and until his successor shall have been elected and qualified. The Manager is elected by a majority of equity interests in the company held by the Members entitled to vote in the election at a meeting at which a quorum is present.

5.5 Removal. Any Manager or Officer elected or appointed may be removed by a majority of equity interests in the company whenever, in the judgment of the members taking such interests, the interests of the Company would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

5.6 Presiding Duties. The Manager shall, when present, preside at all meetings of the Members and of the officers. He may sign certificates for ownership of the Company, any deeds, mortgages, bonds, contracts or other instruments except those which shall be required by law, or by this Operating Agreement, or by the Members, to be otherwise signed or executed; and in general shall perform all duties as may be prescribed by the Members, from time to time.

5.7 Other Officers. The Company may, at the discretion of the Members, have additional Officers including, without limitation, a Secretary and Treasurer. These officers may, but need not, be held by the Manager. One person may hold two or more offices. When the incumbent of an office is unable to perform the duties thereof, or when there is no incumbent, or when no Secretary or Treasurer has been designated, the Manager shall be deemed to have been appointed to these positions as of the date of his appointment as Manager.

5.7(1) Secretary. The Secretary shall: (a) prepare and keep the minutes of the Members, and of the Officers meetings, if any, in one or more books provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of the Operating Agreement or as required by Law; (c) be custodian of the Company's records of its interworkings and of the seal of the Company and see to it that the Company seal is affixed to all documents requiring such a seal to be affixed; (d) keep a register of the post office address of each Member; (e) have general charge of the membership transfer books of the Company; (f) authenticate records of the Company; and (g) in general, perform all duties incident to the office of Secretary and such other duties as, from time to time, may be assigned to him by the Manager.

5.7(2) Treasurer. If required by the Members, the Treasurer shall give a bond for the faithful discharge of his duties in such a sum and with such money or sureties as the Members shall determine. He shall: (a) have charge and custody of and be responsible for the books of account of the company, and all funds and securities of the Company; receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Regulation IV of this Operating Agreement; and (b) in general, perform all of the duties incident to the office of Treasurer and such other duties as, from time to time, shall be assigned to him by the Manager.

5.8 Reliance by Third Parties. No third party dealing with the Company shall be required to ascertain whether a Manager or duly appointed officer of the Company is acting in accordance with the provisions of this Agreement. All third parties may rely on a document executed by a Manager or duly appointed officer as binding the Company. A Manager or officer of the Company acting without authority shall be liable for any damages arising out of his unauthorized actions.

5.9 Transactions Between Company and Manager. A Manager may cause the Company to contract and deal with the Manager, or any person or entity affiliated with the Manger, provided such contracts and dealings are on terms comparable to and competitive with

those available to the Company from other dealing at arm's length or are approved by the Member in writing.

5.10 Management Fees and Reimbursements. The Manager and officers of the Company shall be entitled to such management fee or salary for managing the operations of the Company as authorized by the Member. A Manager or officer of the Company shall be reimbursed by the Company for any reasonable out-of-pocket costs incurred on behalf of the Company.

5.11 Other Activities. The Manager and the officers, with the consent of the Manager, shall at all times be free to engage for their own account in any business that competes with the business of the Company. It is specifically understood and agreed that nothing in this Agreement shall be construed to constitute any Manager or officer of the Company the agent or partner of the Member for purposes beyond this Company, nor in any manner to limit the Manager or any officer in the carrying on of their respective businesses or activities, provided that the Manager has consented to such businesses or activities engaged in by an officer that compete directly with the business of the Company.

5.12 Insurance. The Company shall maintain for the protection of the Company and its Member such insurance as the Manager, in his sole discretion, deems necessary for the operations being conducted.

5.13 Exculpation. The doing of any act or the failure to do any act, the effect of which may cause or result in loss or damage to the Company or the Member, if done in good faith to promote the best interests of the Company shall not subject the Manager or any officer to any liability. The Company shall indemnify and hold harmless the Manager and any officers as to third parties against and from any personal loss, liability or damage incurred as a result of any act or omission of the Manager or such officers. Indemnification under this Section 5.13 shall be provided only out of and to the extent of the assets of the Company. In no event shall the Company or any Member be liable to a third party as a result of any indemnification.

5.14 Contracts. The Manager is authorized to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company.

5.15 Loans. No loans shall be contracted on behalf of the Company and no evidence of indebtedness shall be issued in its name, unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

5.16 Checks, Drafts, etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Company shall be signed by such Manager, agent or agents, of the Company and in such manner as shall, from time to time, be determined by resolution of the Members.

5.17 Deposits. All funds of the Company not otherwise employed shall be deposited, from time to time, to the credit of the Company in such banks, trust companies or other depositories as the members may select.

5.18 Accountant. An accountant may be selected, from time to time, by the Manager or the members to perform such tax and accounting services as may, from time to time, be required. The accountant may be removed by the Manager or Members without assigning any cause, unless such accountant was selected by the Members, in which case, the accountant may only be removed by the Members.

5.19 Legal Counsel. One or more attorney(s) at law may be selected, from time to time, by the Manager or Members to review the legal affairs of the Company and to perform such other services as may be required and to report to the Members and Manager, if selected by the Members, and to the Manager, only if selected by the Manager with respect thereto. The legal counsel may be removed by the Manager without assigning any cause unless such legal counsel was selected by the Members in which case such legal counsel may only be removed by the Members.

## ARTICLE 6

### MEMBER

6.1 Action by the Member. The Member, in his capacity as a Member, shall take no part in the control, management, direction or operation of the affairs of the Company and shall have no power to bind the Company. The decision of the Member shall constitute the act of the Company with respect to matters the approval of which are reserved to the Member under this Agreement or the Act.

6.2 Informal Action. Any action required or permitted to be taken at a Member meeting may be taken without a meeting if the action is evidenced by a written consent describing the action taken, signed by the Member. Action taken under this section is effective when the Member has signed the consent specifies a different effective date.

6.3 Annual Meeting. The annual meeting of the Members shall be held on the 2<sup>nd</sup> day of January each year at a time and place set by the Members. The annual meeting shall be for the transaction of business as may come before the meeting; including, if desired, the selection of Management upon such terms and conditions as may be determined by a majority in interest of the Members. If the day fixed for the annual meeting shall be a holiday or impractical in the opinion of majority of equity interests entitled to vote at such meeting, such meeting shall then be held on the closest practical business day.

6.4 Special Meetings. Special meetings of the Members, for any purposes described in the meeting notice, may be called by management or a majority of equity interests



entitled to vote. Unless waived, written or printed notice stating the place, day, hour and purposes of the meeting shall be delivered to each Member at least 72 hours prior to the meeting.

6.5 Quorum. At any meeting of the Members, a majority of the equity interests entitled to vote as determined by the capital contribution of each Member as reflected on the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of the Members. If less than said majority of the equity interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting, from time to time, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

6.6 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the company before or at the time of the meeting. No proxy shall be valid after three months from date of execution, unless otherwise provided in the proxy.

6.7 Voting by Certain Members. Membership certificates held in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the By-Laws of such entity may prescribe or, in the absence of such provision, as the Board of Directors of such entity may determine. Certificates held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such certificates into his name.

6.8 Manner of Acting.

6.8(1) Formal Action by Members. Any act of the Members present at a meeting shall be in accordance with the requirements of section 2.3, Quorum, of this agreement, and all voting on a particular issue shall be in accordance with the Members percentage of equity ownership in the company.

6.8(2) Procedure. The Manager of the Company shall preside at meetings of the Members, but shall not vote upon any matter, unless the manager is also a member, in which case, the manager may vote as a member. A record shall be maintained of the meetings of the Members. The members may adopt their own rules of procedure, which shall not be inconsistent with this Operating Agreement.

6.8(3) Presumption of Assent. A Member of the Company, who is present at a meeting of the Members, at which action on any matter is taken, shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the

secretary of the meeting within 5 days of the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

6.9 Order of Business. The order of business at all meetings of the Members, shall be as follows:

1. Roll call
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Report of the Manager
5. Report of Committees
6. Unfinished Business
7. New Business

6.10 Telephonic Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of all matters to be voted upon. Participating in a meeting pursuant to this section shall constitute presence in person at such meeting.

## ARTICLE 7

### CERTIFICATES FOR OWNERSHIP AND THEIR TRANSFER

7.1 Certificates of Ownership. Certificates representing equity interest in the Company shall be in such form as shall be determined by the Members. Such certificates shall be signed by the Manager. All certificates shall be consecutively numbered or otherwise identified. The name and address of the person to whom the certificates are issued, with the capital contribution and the date of issue, shall be entered in the certificate register of the Company. In case of a lost, destroyed or mutilated certificate, a new one may be issued upon such terms and indemnity to the Company as the Members may prescribe.

7.2 Certificate Register. Any and all changes in Members or their amount of capital contribution, shall be formalized in the certificate register of the Company. The changes in capital and/or ownership shall be formalized by filing notice with the Secretary of State by amendment of the Articles of Organization, if so required by state law.

7.3 Transfer of Interest. The interest of each Member in this Limited Liability Company is personal property, and may be transferred or assigned. If all the other Members of the Company, other than the Member proposing to dispose of his interest, do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the Member's interest has no right to participate in the management of the business and affairs of the Company or to become a Member in any respect, except that the transferee or assignee shall only be

entitled to receive the share of profit or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

#### ARTICLE 8

##### FISCAL YEAR

The fiscal year of the Company shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December, unless otherwise stated by resolution of the members, or unless otherwise required by applicable law or regulation.

#### ARTICLE 9

##### SEAL

The Company may adopt and use a company seal which shall be circular in form and shall have inscribed thereon the name of the company, state of organization and the date of organization.

#### ARTICLE 10

##### NOTICE AND WAIVER OF NOTICE

10.1 Notice. Any notice required or permitted to be given, pursuant to statutory provisions, the Articles of Organization of the Limited Liability Company or this Operating Agreement, shall be effective as of the date personally delivered, or if sent by mail, on the date deposited with the United States Postal Service, prepaid and addressed to the intended receiver at his last known address shown in the records of the Limited Liability Company.

10.2 Waiver of Notice. Whenever any notice is required to be given to any Member or Members of the Company, under the provisions of this Operating Agreement, or under the provisions of the Articles of Organization or under the provisions of Chapter 86 of the Texas Revised Statutes, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE 11

##### ACCOUNTING AND REPORTING

The Company shall maintain complete and accurate books of account. The Company shall provide the Member any information relating to the business of the Company. During ordinary business hours the Member or its authorized representative shall have access to

all books, records and materials regarding the company and its activities. The books of account shall be closed promptly after the end of each fiscal year. Prior to March of each year, the Manager shall prepare a written report which shall include a statement of receipts, expenditures, profits and losses for the year and such additional statements with respect to the status of the Company's assets and the distribution of Company funds as are necessary to advise the Member properly about his investment in the Company.

## ARTICLE 12

### DISSOLUTION AND TERMINATION

12.1 Term. The Company shall have perpetual existence and continue until dissolved by the written consent of the Member. If the Member consents to discontinue the Company, the Manager or other person selected as liquidator shall file a statement of intent to dissolve, and the Company's affairs shall be wound up as provided in this Article 8.

12.2 Final Accounting. In case of the dissolution of the company, a proper accounting shall be made as provided in Article 7 from the date of the last previous accounting to the date of dissolution.

12.3 Liquidation. Upon the dissolution of the Company, the Manager or some other person selected by the Member shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and businesslike manner. All proceeds from liquidation shall be distributed in the following order or priority: (i) to the payment of debts and liabilities of the Company and the expenses of liquidation; (ii) to the setting up of such reserves as the liquidator may reasonably deem necessary for any contingent liabilities of the Company; and (iii) to the Member.

12.4 Distribution in Kind. The liquidator, in its sole discretion, may distribute any asset in kind to the Member.

12.5 Articles of Dissolution. Upon the completion of the distribution of Company assets as provided in this Article 12, the Company shall be terminated and the person(s) acting as liquidator shall file articles of dissolution and shall take such other actions as may be necessary to terminate the Company.

## ARTICLE 13

### GENERAL PROVISIONS

13.1 Entire Agreement. This Agreement embodies the entire understanding of the Member concerning the Company.

13.2 Amendment. This Agreement may only be amended with the written consent of the Member.

13.3 Applicable Law. This Agreement shall be construed in accordance with and governed by the law of the State of Texas.

13.4 Pronouns. References to a Member, including by use of pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, trusts, partnerships, limited liability companies or corporations where applicable.

13.5 Indemnification by Company. The Limited Liability Company may indemnify any person who was or is a party defendant, or is threatened to be made a party defendant, to any administrative, or investigative (other than an action by or in the right of the Limited Liability Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding. The termination of any action, suit, or proceeding judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Limited Liability Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

13.6 Indemnification Funding. The Company shall fund the indemnification obligations provided by this Agreement in such manner and to such extent as the Members may, from time to time, deem proper.

13.7 Anticipated Transactions. Notwithstanding other provisions of this Agreement, it is anticipated that the Members and Managers will have other legal and financial relationships. Representative of this Company, along with representatives of other entities, may, from time to time, participate in the joint development of contracts and transactions and the participation of the Company, in such contracts and transactions, may be authorized by the Members.

13.8 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine, and neuter, and the numbers of all words shall include the singular and plural thereof.

13.9 Regulations and Other Headings. The regulations and other headings contained in this Operating Agreement are for reference purpose only and shall not affect the meaning or interpretation.

13.10 Reimbursement of Manager(s). Manager(s) shall receive reimbursement for expenses reasonable incurred in the performance of their duties.

IN WITNESS WHEREOF the Member(s) have executed this Agreement to be effective as of the date first above written.

MEMBER(S):

*Anna L Phillips*

\_\_\_\_\_  
Anna L. Phillips

CERTIFICATION

I, Anna L. Phillips, the Manager, hereby certify that the foregoing constitutes the Operating Agreement of AP DREAMWORKS LLC as of January 9, 2006

*Anna L Phillips*

\_\_\_\_\_  
Anna L. Phillips, Manager

**MINUTES OF THE ANNUAL MEETING  
OF  
THE MEMBERS  
OF  
AP DREAMWORKS, LLC**

The annual meeting of the Members of AP DREAMWORKS, LLC, a Texas Limited Liability Company, was held at the company offices on January 2, 2007, pursuant to the written Waiver of Notice and consent to the holding of this meeting, an executed copy of which is attached to these Minutes.

Present at the meeting, constituting the entire membership were:

**Roll of Members**

Name	No. of Units	Present
ANNA PHILLIPS	100	X

ANNA PHILLIPS acted as Chairman of the meeting and ANNA PHILLIPS acted as Secretary of the meeting and recorded the Minutes. The Secretary read the minutes of the last meeting and upon motion duly made and seconded, they were unanimously approved.

The Chairman announced that the purpose of the meeting was to consider the following company actions:

1. Election of managers and officers to serve for the coming year
2. New business

After discussion, the following resolutions were unanimously adopted and action taken:

WHEREAS, it is deemed to be in the best interest of the company to elect the following persons as Manager(s) and Officers, all such persons to serve in the following capacities for the coming year and until their successors are elected and qualified to serve:

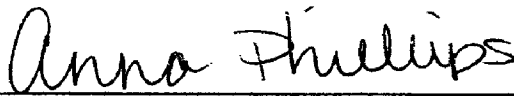
Manager(s):	ANNA PHILLIPS
Secretary:	ANNA PHILLIPS
Treasurer:	ANNA PHILLIPS

IT IS RESOLVED that the Managers and Officers of the Limited Liability Company listed above, in their respective capacities, have been elected to serve for the coming year and until their successors are elected and qualified to serve.

WHEREAS, the Chairman then reported to the meeting the activities of the Manager(s) and Officers and proposed that the Membership ratify those actions. Upon motion duly made, seconded and unanimously carried, it was:

RESOLVED that all proceedings of the Manager(s) and Officers since the last meeting of the Membership and all actions taken by the Manager(s) and Officers of this Limited Liability Company be and they hereby are ratified and approved in all respects.

There being no further business to come before the meeting, it was, upon motion duly made, seconded and unanimously carried, adjourned.

  
\_\_\_\_\_  
ANNA PHILLIPS, Secretary





**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

**AP DreamWorks LLC**

**File Number: 800596366**

**Assumed Name:**

**The Lash Lounge**

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 05/30/2007

Effective: 05/30/2007



Handwritten signature of Roger Williams in cursive.

Roger Williams  
Secretary of State

Phone: (512) 463-5555  
Prepared by: WEBSUBSCRIBER

Come visit us on the Internet at <http://www.sos.state.tx.us/>  
Fax: (512) 463-5709  
TID: 10342

Dial: 7-1-1 for Relay Services  
Document: 172346110007

STATE OF TEXAS           §  
                                  §  
COUNTY OF TARRANT   §

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Anna L. Phillips, and, after having been duly sworn to tell the truth, stated and deposed as follows:

1.       “My name is Anna L. Phillips. I am above the age of twenty-one (21) years and I am fully competent to testify to the truth of the matters stated herein. I have personal knowledge of all the matters stated herein, and they are true and correct. I am not disqualified in any respect from giving this Affidavit.

2.       I am the manager and the owner of AP Dreamworks, LLC.

3.       Attached hereto are true and correct copies of the official documents from the State of Texas for AP Dreamworks, LLC. These documents include the Certificate of Formation of AP Dreamworks, LLC; the Operating Agreement for AP Dreamworks, LLC; the Certificate of Assumed Business Name; and the Minutes of the Annual meeting of members of AP Dreamworks, LLC. These documents show that I, Anna L. Phillips, am indeed the manager of AP Dreamworks, LLC and that AP Dreamworks, LLC is a limited liability company in Texas.

4.       I wish to assign the entire interest and the goodwill of the Lash Lounge Trademark No. 78930453 (which is currently registered under my name, Anna L. Phillips) to the Lash Lounge Trademark No. 77201812 (which is registered under AP Dreamworks, LLC).

5.       As the manager and the owner of AP Dreamworks, LLC, I have the authority to assign the entire interest and the goodwill of the Lash Lounge Trademark No. 78930453 to the Lash Lounge Trademark No. 77201812.”

*Anna L. Phillips*

Anna L. Phillips

SUBSCRIBED AND SWORN TO before me on August 26, 2008.

*Claudia Barretto*

Notary Public in and for the  
State of Texas

My Commission Expires:

2012

