

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael Abruzzise		07/15/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Walden-Hays		
Street Address:	P.O. Box 1071		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10276		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2342855	XCEL	
CORRESPONDENCE DATA			
Fax Number:	(212)318-6847		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-318-6037		
Email:	rls@paulhastings.com		
Correspondent Name:	Robert L. Sherman		
Address Line 1:	75 East 55th Street		
Address Line 2:	Paul, Hastings, Janofsky & Walker LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	XCEL - 29172.00012		
NAME OF SUBMITTER:	Robert L. Sherman		
Signature:	/rls/		
Date:	09/29/2008		

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Total Attachments: 1  
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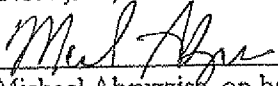
## TRADEMARK ASSIGNMENT

This ASSIGNMENT is effective as of July 15, 2008, between Michael Abruzzise, d/b/a J&N Enterprises, located at P.O. Box 247, Auburn, MA 01501 (hereinafter "Abruzzise"), and Walden-Hays, located at P.O. Box 1071, New York, NY 10276 (hereinafter "Walden-Hays").

WHEREAS, Abruzzise represents that (i) he is the owner of all rights, title and interest in and to the trademark XCEL, used on and in connection with non-medicated hair care preparations, namely, a liquid solution used as an additive in hair color mixtures to accelerate the hair coloring process, and the goodwill associated therewith, and is the owner of United States Trademark Registration No. 2,342,855 for said mark for said goods (collectively, the "Mark"); (ii) his title in and to the Mark is free of any and all encumbrances, liens or other adverse claims; (iii) said Mark has not been the subject of any license from or to any third party; and (iv) he has the authority and right to make this assignment, and that the making of this assignment will not violate the contract rights of any third party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Abruzzise hereby absolutely and irrevocably assigns to Walden-Hays, its successors and assigns, all of his rights, title and interest in and to the Mark, together with the goodwill of the business associated with, corresponding to, symbolized by and embodied in said Mark, U.S. Trademark Registration No. 2,342,855 and all common law rights in the Mark, as well as the right to commence an action for past or future infringement.

Abruzzise undertakes that, upon reasonable request, he will execute all documents necessary or desirable for further assuring the rights, title and interest to the Mark in Walden-Hays, including the corresponding goodwill, and to U.S. Registration No. 2,342,855.

  
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Michael Abruzzise, on behalf of  
himself and J&N Enterprises