

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Product Innovation Technologies, Inc.	FORMERLY Supre, Inc.	08/15/2008	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	L'Oreal USA Creative, Inc.		
Street Address:	575 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3395904	STILETTO	
CORRESPONDENCE DATA			
Fax Number:	(212)984-5082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 984-4177		
Email:	lgigliotti@us.loreal.com		
Correspondent Name:	Lisa M. Gigliotti		
Address Line 1:	L'Oreal USA		
Address Line 2:	575 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	MAY		
NAME OF SUBMITTER:	Lisa M. Gigliotti		
Signature:	/Lisa M. Gigliotti/		

CH 3395904 \$40.00

Date:

10/27/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This ASSIGNMENT from Product Innovation Technologies, Inc., formerly known as Supre, Inc., a corporation organized and existing under the laws of Texas, located at Suite 700, 15770 North Dallas Parkway, Dallas, Texas 75248 (“Assignor”), to L’Oreal USA Creative, Inc., a corporation organized and existing under the laws of Delaware, located at 575 Fifth Avenue, New York, New York 10017 (“Assignee”), entered into and effective as of August 19, 2008.

WHEREAS, Assignor represents to the best of its knowledge that it is the owner of all rights, title and interest in and to the trademark STILETTO in the United States in respect of indoor and outdoor sun tanning preparations, sunless tanning preparations, bath and shower gels and skin moisturizers, and the goodwill attached thereto, and is the owner of United States Trademark Registration No. 3,395,904 for said mark for said goods (the “Mark”) and has, since at least as early as December 15, 2006, used said Mark without abandonment and is presently using said Mark in the United States;

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor’s rights, title and interest in and to the Mark, including all common law rights owned and exercised by Assignor, the goodwill represented thereby, and United States Trademark Registration No. 3,395,904.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, all of Assignor's rights, title and interest in and to the Mark, including all common law rights, the goodwill of the business associated with, but limited to, the Mark, United States Trademark Registration No. 3,395,904 and the right to recover for past, present and future infringements of the Mark.

2. Assignor agrees that, upon reasonable request from Assignee, Assignor will, without charge to Assignor and at Assignee's sole expense, provide whatever documentation Assignor may have relating to or supporting Assignor's date of first use of the Mark and such use thereafter, and sign any confirmatory assignments, take all rightful oaths, and do all lawful acts which may be reasonably necessary for vesting title to the Mark therefore in Assignee.

3. As of the effective date of this Assignment, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to all costs and fees that may accrue for preparing and recording any assignments or obtaining and maintaining any trademark registrations for the Mark.

4. Assignor represents, warrants and covenants that:

(a) To its knowledge, no claim has been asserted against it that the use of the Mark does or may violate the rights of any third person, and to the best of Assignor's knowledge, there are no claims that the Mark infringes the trademark rights of others in the United States;

(b) Neither Assignor nor any of its affiliates, parents or subsidiaries has encumbered the Mark or made the Mark the subject of any liens, charges and encumbrances, including pledges, assignments, licenses, registered user agreements and

covenants by Assignor not to sue third persons, other than the assignment created by this agreement, and Assignor and its affiliates, parents and subsidiaries are not aware of any such prior liens, charges or encumbrances;

(c) There are no outstanding or active license agreements, coexistence agreements or consent agreements entered into by Assignor or any of its affiliates, parents or subsidiaries with any third parties relating to the Mark and no assignment agreements relating to the Mark;


(d) Assignor has to the best of its information and belief the unqualified right to enter into this Assignment and to perform its terms; and

5. This Assignment will be binding upon the Assignor, and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers on the dates entered below.


PRODUCT INNOVATION TECHNOLOGIES, INC.

Date: Oct. 15, 2008

By: 
Name: Bruce West
Title: President

L'OREAL USA CREATIVE, INC.

Date: Oct. 20, 2008

By: 
Name: LISA M. Gigliotti
Title: VICE PRESIDENT