

MALCOLM B WITTENBERG COMPANY:500 SANSOME STREET, SUITE 404

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**03/03/2009**  
**900128419**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	08/31/1995

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
California Cosmetics Inc.		08/31/1995	CORPORATION: California

**RECEIVING PARTY DATA**

<b>Name:</b>	Cal Cos Acquisition Inc.
<b>Doing Business As:</b>	DBA California Cosmetics Corp.
<b>Street Address:</b>	6829 Hayvenhurst Avenue
<b>City:</b>	Van Nuys
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91408
<b>Entity Type:</b>	CORPORATION: California

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2026215	CC
Registration Number:	1742078	SILKTOUCH
Registration Number:	1746699	CALIFORNIA COSMETICS
Registration Number:	1855081	BODY REPAIR
Registration Number:	2104005	SILKTECH
Registration Number:	2300593	SILKSKIN ULTRA
Registration Number:	1848814	SILKSKIN
Registration Number:	1463229	NIGHTSHIFT
Registration Number:	1848815	SILKSKIN FOR MEN
Registration Number:	1801780	DUOMASQUE
Registration Number:	1921391	LIPSILK
Registration Number:	2757372	DERMALTAB

OP \$365.00 2026215

MALCOLM B WITTENBERG COMPANY: 500 SANSOME STREET, SUITE 404

Serial Number:	76483966	FRESH FACE
Registration Number:	3532469	BIOHEXOL

**CORRESPONDENCE DATA**

Fax Number: (415)226-1883  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4158684072  
 Email: mwlittenberg@batechlaw.com  
 Correspondent Name: Malcolm B Wittenberg  
 Address Line 1: 500 Sansome Street, Suite 404  
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	533.01
NAME OF SUBMITTER:	Malcolm B Wittenberg
Signature:	/malcolm b wittenberg/
Date:	03/03/2009

Total Attachments: 9  
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State of California  
SECRETARY OF STATE'S OFFICE

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

SEP 18 1995



*Bill Jones*

Secretary of State

A465893

FILED

In the office of the Secretary of State  
of the State of California

SEP 08 1995

CAL COS ACQUISITION, INC.

AGREEMENT OF MERGER

*Bill Jones*  
BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER ("Agreement") is dated as of August 31, 1995, by and among Cal Cos Acquisition, Inc., a California corporation ("CalCos" or "Surviving Corporation"), Spencer Entertainment, Inc., a Nevada corporation ("Spencer") and California Cosmetics, a California Corporation ("Cosmetics").

WITNESSETH

WHEREAS, Robert A. Sidell ("Sidell") owns Fifty Percent (50%) of the outstanding and issued shares of Cosmetics; and

WHEREAS, Drake Investments, Ltd. ("Drake"), Prospect Investments, Ltd. ("Prospect") and Peninsula Group Trust ("Peninsula") own fifty percent (50%) of the outstanding and issued shares of Cosmetics (together with Sidell the "Cosmetics Shareholders"); and

WHEREAS, CalCos is a newly formed, wholly-owned subsidiary of Spencer and has issued one thousand (1,000) shares of its common stock to Spencer in consideration of one thousand dollars (\$1,000); and

WHEREAS, Spencer is a newly formed Nevada corporation with one million (1,000,000) authorized preferred shares and ten million (10,000,000) authorized common shares. None of the preferred shares is issued and outstanding, and five million (5,000,000) of the common shares are issued and outstanding; and

WHEREAS, The Boards of Directors of CalCos, Cosmetics and Spencer deem it advisable to effect a statutory merger of Cosmetics into CalCos (the "Merger"), which in part qualifies as a tax-free reorganization under Section 368(a)(2)(D) of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, in such Merger, Spencer, in consideration of the transfer of one hundred percent (100%) of the Cosmetics stock, will deliver the following to the Cosmetics Shareholders: i) a seven hundred fifty thousand dollar (\$750,000) promissory note (the "Sidell Note"); (ii) a two hundred twenty thousand six hundred fifty dollar (\$220,650) promissory note (the "Drake Note"); (iii) a two hundred sixty-four thousand six hundred seventy-five dollar (\$264,675) promissory note (the "Prospect Note"); (iv) a two hundred sixty-four thousand six hundred seventy-five dollar (\$264,675) promissory note (the "Peninsula Note") (the Sidell, Drake, Prospect and Peninsula Notes will hereinafter be referred to in the aggregate as the "Promissory Notes"); (v) two thousand five hundred (2,500) shares of preferred stock of Spencer with a par value of one thousand dollars (\$1,000) per share (the "Preferred Stock"); and (vi) five hundred thousand (500,000) shares of common stock of Spencer without a par value (the "Common Stock");

NOW, THEREFORE, in consideration of the premises and agreements herein contained:

#### ARTICLE I.

A. Cosmetics shall be merged into CalCos, which shall be the corporation surviving the Merger. The terms and

conditions of such Merger, the mode of carrying it into effect and the manner of converting and exchanging shares shall be as follows:

1. The Merger shall become effective in accordance with and pursuant to the provisions of Section 1103 of the California Corporations Code (the "Effective Time"). At the Effective Time, the separate existence of Cosmetics shall cease, and Cosmetics shall be merged with and into CalCos;

2. Prior to and after the Effective Time, CalCos and Cosmetics shall take all such action as may be necessary or appropriate in order to effectuate the Merger. In this connection, CalCos shall deliver the following:

a. to Sidell: the Sidell Note, one thousand two hundred fifty (1,250) shares of Preferred Stock, and two hundred fifty thousand (250,000) shares of Common Stock.

b. to Drake: the Drake Note, three hundred sixty-eight (368) shares of Preferred Stock, and seventy-three thousand five hundred fifty (73,550) shares of Common Stock.

c. to Prospect: the Prospect Note, four hundred forty-one (441) shares of Preferred Stock, and eighty-eight thousand two hundred twenty-five (88,225) shares of Common Stock.

d. to Peninsula: the Peninsula Note, four hundred forty-one (441) shares of Preferred Stock, and eighty-eight thousand two hundred twenty-five (88,225) shares of Common Stock.

3. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the

Surviving Corporation with full title to all properties, assets, rights, approvals, immunities and franchises, the officers of Cosmetics and CalCos as of the Effective Time shall take all such further action.

ARTICLE II.

TERMS OF THE CONVERSION AND EXCHANGE OF SHARES

At the Effective time:

A. Each share of Cosmetics Stock issued and outstanding immediately prior to the Merger shall be changed and converted into: (i) an undivided seventy-five dollar (\$75) interest in the Promissory Notes; (ii) one hundred twenty-five thousandths (.125) of a share of Preferred Stock; and (iii) twenty-five (25) shares of Common Stock.

B. Each share of capital stock of CalCos issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding at and after the Effective Time.

ARTICLE III.

ARTICLES OF INCORPORATION AND BY-LAWS

A. From and after the Effective Time, and until thereafter amended as provided by law, the Articles of Incorporation of CalCos, as in effect immediately prior to the Merger, shall be and continue to be the Articles of Incorporation of the Surviving Corporation. Once the Surviving Corporation is formed, the Articles of Incorporation will be amended to change the name of CalCos to California Cosmetics Corp.

B. From and after the Effective Time, the By-Laws of CalCos as in effect immediately prior to the Merger, shall

be and continue to be the By-Laws of the Surviving Corporation.

ARTICLE IV.  
STOCK CERTIFICATES

At the Effective Time, Sidell, Drake, Prospect and Peninsula shall surrender all certificates theretofore representing all of the outstanding shares of Cosmetics common stock to CalCos for cancellation, and each such Cosmetics Shareholder will be entitled to receive its Promissory Note and certificates representing the number of shares of Preferred Shares and Common shares as provided in Articles I and II hereinabove, into which the shares of Cosmetics shall be converted as herein provided.

IN WITNESS WHEREOF, CalCos, Cosmetics and Spencer, pursuant to approval and authorization duly given by resolutions adopted by their respective Boards of Directors, have each caused this Agreement of Merger to be executed by its Chairman, President and Secretary as of the date first above written.

CALIFORNIA COSMETICS



By: Robert A. Sidell  
Its: President



By: Michael Crow  
Its: Assistant Secretary



SPENCER ENTERTAINMENT, INC.

*Michael W Crow*

By: Michael W Crow  
Its: President

~~*Robert A Sidell*~~

By: ~~Robert A Sidell~~  
Its: Assistant Secretary  
*Robert A Sidell*

CAL COS ACQUISITION, INC.

~~*Robert A Sidell*~~

By: Robert A. Sidell  
Its: President

*Michael Crow*

By: Michael Crow  
Its: Secretary

**OFFICERS' CERTIFICATE  
OF APPROVAL OF AGREEMENT OF MERGER**

Robert A. Sidell and Michael W. Crow hereby  
certify and state that:

1. They are the President and Secretary,  
respectively, of Cal Cos Acquisition, Inc., a California  
corporation ("CCA").


2. The Agreement of Merger, dated as of August  
31, 1995 (the "Agreement") in the form attached, was  
entitled to be and was duly approved by the Board of  
Directors of CCA alone pursuant to Section 1201 of the  
California Corporations Code.

3. No vote of the shareholders of The Parent  
was required.

IN WITNESS WHEREOF, on the date set forth below,  
in the City of Los Angeles, in the State of California, each  
of the undersigned does hereby declare under the penalty of  
perjury under the laws of the State of California, that he  
signed the foregoing Certificate in the official capacity  
set forth beneath his signature, and that the statements set  
forth in said Certificate are true of his own knowledge.

Signed on August 31, 1995

By   
Robert A. Sidell  
President

By   
Michael W. Crow  
Secretary

**OFFICERS' CERTIFICATE  
OF APPROVAL OF AGREEMENT OF MERGER**

Robert A. Sidell and Michael W. Crow hereby certify and state that:

1. They are the President and Assistant Secretary, respectively, of California Cosmetics, a California Corporation ("CC").
2. The issued and outstanding shares of capital stock of CC entitled to vote on the merger is 20,000.
3. The Agreement of Merger, dated as of August 31, 1995 (the "Agreement") in the form attached, was duly approved by the Board of Directors of CC and the vote of the holders of the capital stock of CC entitled to vote thereon.
4. The shareholder percentage vote required for the aforesaid approval for the capital stock of CC entitled to vote on the merger, is greater than 50%.
5. The principal terms of the Agreement of Merger were approved by CC by a vote of the number of shares entitled to vote thereon which equaled or exceeded the vote required.

IN WITNESS WHEREOF, on the date set forth below, in the City of Los Angeles in the State of California, each of the undersigned do hereby declare under the penalty of perjury under the laws of the State of California, that they signed the foregoing Certificate in the official capacity set forth beneath his signature, and that the statements set forth in said Certificate are true of his own knowledge.

Signed on August 31, 1995

By   
Robert A. Sidell  
President

By   
Michael W. Crow  
Assistant Secretary