

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
Toni & Guy (USA) Limited		04/01/2009	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	MBL/Toni&Guy Products, L.P.
Composed Of:	COMPOSED OF MBL/TONI&GUY GP, LLC, a Texas limited liability company
Street Address:	2311 Midway Road
City:	Carrollton
State/Country:	TEXAS
Postal Code:	75006
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2955204	TONI&GUY
Registration Number:	2711680	TONI & GUY
Registration Number:	1525304	TONI & GUY
Serial Number:	77018097	TONI&GUY ACADEMY
Registration Number:	3236350	TONI & GUY HAIRDRESSING
Registration Number:	3486906	TONI&GUY HAIRDRESSING ACADEMY
Registration Number:	2751574	TONIGUY.COM
Registration Number:	2548781	TONIGUY.COM
Registration Number:	2538946	TONIGUY.COM
Registration Number:	2538923	TONIGUY.COM
Registration Number:	2862990	TONIGUY.COM

CORRESPONDENCE DATA

CH \$290.00 2955204

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404.581.8620
Email: clkiedrowski@jonesday.com
Correspondent Name: Carrie L. Kiedrowski
Address Line 1: 1420 Peachtree Street, N.E., Ste. 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	245586-600407
NAME OF SUBMITTER:	Carrie L. Kiedrowski
Signature:	/Carrie L. Kiedrowski/
Date:	04/03/2009

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) dated as of April 1, 2009 (the “**Effective Date**”), is made by **Toni & Guy (USA) Limited**, a private limited company incorporated in England and Wales (“**Assignor**”), and **MBL/Toni&Guy Products, L.P.**, a Texas limited partnership (“**Assignee**”).

WHEREAS, Assignor has agreed to sell and Assignee has agreed to purchase certain intellectual property, including without limitation, the trademarks listed on Schedule A hereto (the “**Trademarks**”); and

WHEREAS, Assignor is the registered owner of the Trademarks and the goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, together with all income, royalties or payments due or payable in relation to the Trademarks, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee’s request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United

States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.


This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

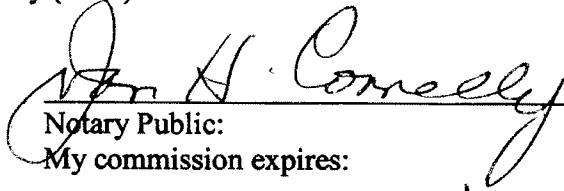
ASSIGNOR

TONI & GUY (USA) LIMITED

By: 
Name: David Schwartz
Title: Attorney-in-fact

STATE OF New Jersey SS:
COUNTY OF Bergen

On this 1 day of April, 2009 before me, David Schwartz, known to me to be attorney-in-fact of Toni & Guy (USA) Limited, who acknowledged that he signed this instrument as a free act on behalf of Toni & Guy (USA) Limited.


Notary Public:
My commission expires:

JOAN H. CONNELLY
Notary Public of New Jersey
Commission Expires 11/6/2011

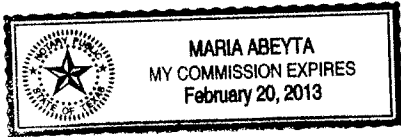
ASSIGNEE

MBL/TONI&GUY PRODUCTS, L.P.

By: Bruno A. Mascolo
Bruno A. Mascolo
President

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 1 day of APRIL, 2009 personally appeared before me, Bruno A. Mascolo, known to me to be President of MBL/Toni&Guy Products, L.P., who acknowledged that he signed this instrument as a free act on behalf of MBL/Toni&Guy Products, L.P.



Maria Abeyta
Notary Public:
My commission expires: 2-20-2013

SCHEDULE A: Trademarks

Country	Mark	Class and/or Goods	Appl/ Ser. No.	Filing Date	Reg. No.
United States	TONI & GUY	Class 21 - Hair care accessories, namely, hair brushes, hair combs and shaving cups	75/919016	2/15/00	2955204
United States	TONI & GUY	Class 3 - Hair care products, namely, shampoo, conditioner, spray, gel, polish, sculpting liquid, straightener, hair stick, curl maker, split-end ender, shine texturizer, mousse, tonic, cream, detangler, spray shine and pomade, skin care products, namely, eye cream, cleansing foam, moisture cream, scrub, lotion, line-control serum, toner, facial cream, moisture mask, and cosmetics, namely, powder, foundation, lip liner, eye shadow, lip gloss, mascara, blush, lip color, concealer, liquid makeup, brow gel, eyeliner, lipstick, lipstick pencil, makeup remover	75873782	12/15/99	2711680
United States	TONI & GUY	Class 9 - Video tapes and films for instructional purposes Class 16 - Instructional magazines and posters for hair dressers and beauticians Class 41 - Educational services, namely providing courses and seminars for persons engaged in the operation of hairdressing and beauty salons; Class 42- Hair dressing and beauty salon services	666660	6/15/87	1525304
United States	TONI & GUY ACADEMY	Class 41- Educational services Class 44 - hairdressing, beauty salon and cosmetology services	77/018097	10/10/06	
United States	TONI & GUY HAIRDRESSING	Class 44 - Hair dressing and beauty salon services	78/762908	11/29/05	3236350
United States	TONI & GUY HAIRDRESSING ACADEMY	Class 41- Educational services Class 44 - hairdressing, beauty salon and cosmetology services	77/018025	10/10/06	3,468,906

Country	Mark	Class and/or Goods	Appl/ Ser. No.	Filing Date	Reg. No.
United States	TONIGUY.COM	Class 3 – Hair care products, namely, shampoos, hair lotions, hair conditioners, hair creams, hair gels, color gels and conditioners and hair mousses and cosmetics, namely, eye shadows, lipsticks, foundations, freshening toner and skin conditioners	75739142	6/28/99	2751574
United States	TONIGUY.COM	Class 16 - Instructional books and magazines in the field of beauty for hairdressers and beauticians, instructional books and magazines featuring hair styling techniques for hairdressers and beauticians	75739148	6/28/99	2548781
United States	TONIGUY.COM	Class 41 - Educational services, namely conducting courses and seminars in the field of haircutting, hairstyling, beauty salons, cosmetics and skin care	75759963	7/26/99	2538946
United States	TONIGUY.COM	Class 42 - Hair dressing and beauty salon services	75739144	6/28/99	2538923
United States	TONIGUY.COM	Class 9 - pre-recorded instructional films and videotapes featuring haircutting and hairstyling techniques, cosmetic and skin care techniques	75739146	6/28/99	2862990