

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
WOODRIDGE LABS, INC.		09/24/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PH BEAUTY LABS, INC.		
Doing Business As:	DBA Freeman Beauty		
Street Address:	1964 Westwood Blvd.		
Internal Address:	Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3137647	DETANGLEMIST	
Registration Number:	3136771	ELLIN LAVAR	
Registration Number:	3589225	ELLIN LAVAR	
Serial Number:	78892035	ELLIN LAVAR	
Serial Number:	78531037	ELLIN LAVAR TEXTURES	
Registration Number:	3124762	ELLIN LAVAR TEXTURES	
Serial Number:	77678099	ELLIN LAVAR TEXTURES	
Registration Number:	3102810	INSTANTSHINE	
Registration Number:	3137651	LIQUIDGLASS	
Registration Number:	3137650	LIQUIDMOTION	
Registration Number:	3097211	NOURISHOIL	
Registration Number:	3102365	PENETRATING BALM	

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Serial Number:	77709594	PERFECT C
Registration Number:	0852910	PSSSSSST
Registration Number:	3083623	PSSSSSST
Registration Number:	3137649	SATINSOFT
Registration Number:	3118890	SCALPRX
Registration Number:	3137648	THERMMIST
Registration Number:	2318576	VITA-K SOLUTION

CORRESPONDENCE DATA

Fax Number: (973)624-7070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-622-4444
Email: rsmith@mccarter.com, kknoll@mccarter.com
Correspondent Name: Robert W. Smith, Esq.
Address Line 1: 100 Mulberry Street
Address Line 2: 4 Gateway Center
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	117098-00002
NAME OF SUBMITTER:	Robert W. Smith
Signature:	/Robert W. Smith/
Date:	09/28/2009

Total Attachments: 4
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TRADEMARK ASSIGNMENT

WHEREAS, WOODRIDGE LABS, INC., a Delaware Corporation having offices at 16217 Kittridge Street, Van Nuys, California 91406 ("Seller"), owns all right, title, and interest in certain U.S. trademark applications and registrations as set forth on Exhibit 1 (collectively, the "Trademarks");

WHEREAS, PH BEAUTY LABS, INC. (d/b/a Freeman Beauty), a Delaware Corporation having offices at 1964 Westwood Blvd., Ste 300, Los Angeles, CA 90025 ("Purchaser"), desires to own Seller's entire right, title, and interest in and to the Trademarks;

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, Seller hereby sells, assigns, transfers, and sets over to Purchaser, its lawful successors and assigns, Seller's entire right, title, and interest in and to the Trademarks and all registrations, applications and renewals thereof, together with the goodwill of the business symbolized by said Trademarks and said registrations and applications to register said Trademarks; and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue all registrations and renewals thereof for the Trademarks to Purchaser, its successors and assigns, in accordance with the terms of this Agreement;

AND, SELLER HEREBY further covenants that Seller has the full right to convey the interest assigned by this Agreement, upon the written request of Purchaser, Seller will take all action and execute all documents reasonably necessary to perfect the interest assigned hereby, and Seller has not executed and will not execute any agreement in conflict with this Agreement;

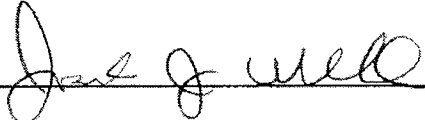
AND, SELLER HEREBY further covenants and agrees that Seller, through its officers and employees, will, without further consideration: (i) upon the written request of Purchaser communicate with Purchaser, its successors and assigns any facts known to Seller and its officers and employees regarding the Trademarks; (ii) and testify in any legal proceeding concerning the Trademarks; (iii) execute and deliver all lawful papers that may be necessary or desirable to perfect the Trademarks to and in said Purchaser, its successors and assigns; (iv) make all rightful oaths; and (v) generally do everything reasonably possible to aid Purchaser, its successors and assigns with obtaining and enforcing trademark protection for the Trademarks in the United States it being understood that any expense incident to the execution of such papers and to such aid shall be borne by Purchaser, its successors and assigns;

{SIGNATURES FOLLOWS ON NEXT PAGE}

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Agreement this 24th day of September, 2009.

WOODRIDGE LABS, INC.

PH BEAUTY LABS, INC. (d/b/a Freeman Beauty)

By: 

By: _____

Name: Joseph J. Millin

Name: Larry J. Freeman

Its: CEO and President

Its: Chief Executive Officer

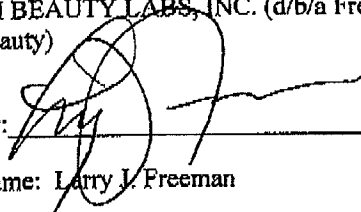
{Signature Page to Trademark Assignment}

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Agreement this 21st day of September, 2009.

WOODRIDGE LABS, INC.

PH BEAUTY LABS, INC. (d/b/a Freeman Beauty)

By: _____

By:  _____

Name: Joseph J. Millin

Name: Larry J. Freeman

Its: CEO and President

Its: Chief Executive Officer

{Signature Page to Trademark Assignment}

EXHIBIT 1

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Class</u>	<u>Status</u>
DETANGLEMIST	3137647	9/05/2006		
ELLIN LAVAR	3136771	8/29/2006		
ELLIN LAVAR	3589225	3/10/2009		
ELLIN LAVAR	78/892,035	5/24/2006		
ELLIN LAVAR TEXTURES (Stylized)	78/531,037	12/11/2004		
ELLIN LAVAR TEXTURES (Stylized)	3124762	8/01/2006		
ELLIN LAVAR TEXTURES (Stylized)	77/678,099	2/25/2009		
INSTANTSHINE	3102810	6/13/2006		
LIQUIDGLASS	3137651	9/05/2006		
LIQUIDMOTION	3137650	9/05/2006		
NOURISHOIL	3097211	5/30/2006		
PENETRATING BALM	3102365	6/06/2006		
PERFECT C	77/709,594	4/08/09		
PSSSSSST	0852910	7/16/1968		
PSSSSSST	3083623	4/18/2006		
SATINSOFT	3137649	9/05/2006		
SCALPRX	3118890	7/25/2006		
THERMMIST	3137648	9/05/2006		
VITA-K SOLUTION	2318576	2/15/2000		