

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee name previously recorded on Reel 004127 Frame 0866. Assignor(s) hereby confirms the assigns the entire interest and the goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Door Salons, Inc.		01/05/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	RDS Acquisition, Inc.		
Street Address:	3822 E. University Dr.		
Internal Address:	Suite 5		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85034		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77446680	SIMPLY FACE & BODY	
Serial Number:	77446673	SIMPLY FACE + BODY	
Serial Number:	77446677	SIMPLY FACE AND BODY	
CORRESPONDENCE DATA			
Fax Number:	(816)421-5547		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	816-474-6550		
Email:	ACKTMDocket@shb.com		
Correspondent Name:	Shook Hardy & Bacon LLP		
Address Line 1:	2555 Grand Blvd		
Address Line 4:	Kansas City, MISSOURI 64108		
ATTORNEY DOCKET NUMBER:	ELAR.62062		

OP \$90.00 77446680

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TRADEMARK
REEL: 004129 FRAME: 0867

NAME OF SUBMITTER:	Amy C. Kelly
Signature:	/amyckelly/
Date:	01/12/2010
Total Attachments: 4 source=Red Door Trademark Assignment#page1.tif source=Red Door Trademark Assignment#page2.tif source=Red Door Trademark Assignment#page3.tif source=Red Door Trademark Assignment#page4.tif	

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of January 5, 2010 by Red Door Salons, Inc., an Arizona corporation having a principal place of business at 3822 E. University Dr., Suite 5, Phoenix, Arizona 85034 ("Assignor"), to RDS Acquisition, Inc., an Arizona corporation having a principal place of business at 3822 E. University Dr., Suite 5, Phoenix, Arizona 85034 ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of January 5, 2010 (the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase and assume all Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, other than Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

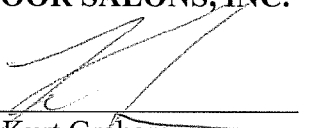
At any time after the date of this Assignment, Assignor hereby agrees that Assignor shall, and shall cause its Affiliates to, from time to time, execute, acknowledge and deliver to Assignee any other assurances, documents, instruments or conveyances reasonably requested by Assignee or necessary, for Assignor, to satisfy its obligations hereunder, and for Assignee, to obtain the benefits contemplated hereby.

This Assignment shall be governed by, and interpreted, construed and determined in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects, including the rights and obligations of the parties hereunder, and any claim or controversy directly or indirectly based on or arising out of this Assignment or the transaction contemplated hereby (whether based on contract, tort, or any other theory), including all matters of construction, validity, and performance, with the internal laws of the State of New York (without regard to any conflict of laws provision that would require or permit the application of the law of any other jurisdiction).

This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail (in a .pdf or similar file) shall be effective as delivery of an original executed counterpart of this Assignment.


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

RED DOOR SALONS, INC.

By: 
Name: Kurt Graham
Title: VP - Controller

ACCEPTED AND AGREED:

RDS ACQUISITION, INC.

By: 
Name: Kurt Graham
Title: VP - Controller

SCHEDULE I

1. Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
None.		

2. Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Simply Face & Body	77-446680	4/11/08
Simply Face + Body	77-446673	4/11/08
Simply Face and Body	77-446677	4/11/08