

**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
Nature's Therapy, Inc.		01/12/2010	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	Key Brands International, Ltd
Street Address:	16035 East Arrow Highway
City:	Irwindale,
State/Country:	CALIFORNIA
Postal Code:	91706
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2041277	AMENTA

**CORRESPONDENCE DATA**

Fax Number: (310)820-5988  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: bill\_holbrow@bstz.com  
 Correspondent Name: Willmore F. Holbrow  
 Address Line 1: 12400 Wilshire Boulevard, Ste 700  
 Address Line 4: Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	049071.L005
NAME OF SUBMITTER:	Willmore F. Holbrow
Signature:	/s/Willmore F. Holbrow
Date:	01/15/2010

Total Attachments: 3

**900152299**

**TRADEMARK  
 REEL: 004132 FRAME: 0569**

**CH \$40.00 2041277**

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> NATURE'S THERAPY, INC.		<b>2. Name and address of receiving party(ies)</b> Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>KEY BRANDS INTERNATIONAL LTD.</u> Internal Address: _____ Street Address: <u>18095 East Arrow Highway</u> City: <u>Inwindale</u> State: <u>California</u> Country: <u>USA</u> Zip: <u>91706</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
<input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Florida</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>U.S.</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>3. Nature of conveyance (Execution Date(s)):</b> Execution Date(s) _____ <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>U. S. Registration No. 2,041,277</u>		Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> _____			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Wilmore F. Holbrow, III</u> Internal Address: <u>BLAKELY SOKOLOFF TAYLOR &amp; ZAFMAN</u> Street Address: <u>12400 WILSHIRE BOULEVARD</u> <u>SEVENTH FLOOR</u> City: <u>LOS ANGELES</u> State: <u>CALIFORNIA</u> Zip: <u>90025</u> Phone Number: <u>310-207-3900</u> Fax Number: <u>310-820-5888</u> Email Address: <u>wf.holbrow@tsz.com</u>		<b>6. Total number of applications and registrations involved:</b> <u>1</u> <b>7. Total fee (37 CFR 2.6(b)(8) &amp; 3.41) \$</b> _____ <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
<b>9. Signature:</b> <u>Rocay Pasquillo</u> Signature Name of Person Signing		<b>8. Payment information:</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>02-2886</u> Authorized User Name <u>Wilmore F. Holbrow</u> Date <u>1/12/10</u> Total number of pages including cover sheet, attachments, and document: <u>3</u>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0160, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ASSIGNMENT OF TRADEMARK**

**AND**

**THE UNITED STATES APPLICATION FOR REGISTRATION THEREOF**

WHEREAS, Nature's Therapy, Inc. a Florida corporation, having a principal place of business at 15402 North Nebraska Avenue, Florida 33549 ("ASSIGNOR"), contends it acquired, adopted and used, and thereby, owns all rights, title and interests in and to the trademark "AMENTA" for hair care preparations (non medicated), namely hair cleaning preparations, hair conditioners, hair reconstructors, hair finishes, hair moisturizers, hair gels, hair styling preparations, hair dressings, hair relaxing preparations, hair rinses, hair straightening preparations and hair waving lotions, in Class 3 (the "Mark"); and

WHEREAS, ASSIGNOR is the owner of United States registration number 2,041,277 of the Mark, filed February 25, 1997 (the "Registration"); and

WHEREAS, KEY BRANDS INTERNATIONAL, LTD. is a corporation duly existing under the laws of the State of California having a principal place of business at 16035 East Arrow Highway, Irwindale, California 91706 ("ASSIGNEE"), is desirous of acquiring the ASSIGNOR's entire rights, title and interest in and to the Mark and Registration thereof, and the goodwill associated with the Mark; and

WHEREAS, ASSIGNOR is willing to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the Registration thereof.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Mark, the goodwill associated therewith and the Registration; (ii) the Application leading to the Registration, was not filed fraudulently or contrary to any provision of the United States Trademark Act; (iii) the Registration is not the subject of any proceeding in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party (aside from ASSIGNEE) to use the Mark; (v) other than

Assignee, it is not aware of any third party who has asserted a claim of any ownership right, title and interest in the Mark and/or the Registration, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (vi) it contends that it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark and/or Registration, which would be breached or otherwise violated by the foregoing assignment of the Mark and Registration. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth herein.

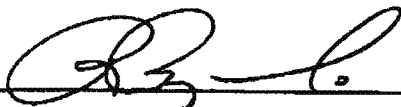
ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Mark and Registration.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any other documents that may reasonably be required to carry out the terms and intent of this Assignment; (ii) provide whatever information may be reasonably required to carry out the terms and intent of this Assignment; and (iii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, whereby ASSIGNEE's ownership of the Mark and Registration is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by a duly authorized officer on the date indicated below.

NATURE'S THERAPY, INC.  
("ASSIGNOR")

Date: 1/12, ~~2009~~ <sup>2010</sup>

By:   
Rocky Pagliarulo  
President  
Print Name, Title