

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.

1. Name of conveying party(ies):

Samia Patel

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) New York

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 30, 2009

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Beautopia LLC

Internal _____

Address: _____

Street Address: 3939 E. 46th Street

City: Minneapolis

State: Minnesota

Country: USA Zip: 55406-3906

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Minnesota

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76348140

B. Trademark Registration No.(s)

2,944,302

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SAM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Moore & Hansen

Internal Address: _____

Street Address: 225 South 6th Street
Suite 4850

City: Minneapolis

State: Minnesota Zip: 55402

Phone Number: (612) 332-8200

Fax Number: (612) 332-1780

Email Address: rick.kempf@mhlplaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 134300

Authorized User Name Moore & Hansen

9. Signature:

Richard A. Kempf
Signature

March 23, 2010

Date

Richard A. Kempf

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SETTLEMENT AND ASSIGNMENT AGREEMENT

This Settlement and Assignment Agreement ("Settlement and Assignment Agreement" or "agreement") is made and entered into by and between Beautopia LLC (hereinafter referred to as "Beautopia") and Samia Patel (hereinafter "Patel").

WHEREAS, Beautopia filed an application ("the Beautopia Application") for registration of the mark S.A.M. with the United States Patent and Trademark Office under Serial No. 77/312,605, for goods described as "men's hair care products, namely, shampoos, conditioners and hairspray; men's body washes and body lotions; and men's cologne."

WHEREAS, the Beautopia Application was refused registration under Trademark Action Section 2(d), 15 U.S.C. Section 1052(d), based upon Patel's prior registration and use of the mark SAM ("the Patel Registration"), U.S. Registration No. 2,944,302, with goods described as "bath and beauty products, namely, bubble bath, toilet soaps, body scrubs, bath salts, and liquid soaps."

WHEREAS, Beautopia filed a petition to cancel the Patel Registration with the United States Trademark Trial and Appeal Board (TTAB), Cancellation Proceeding No. 92/049,748 (the "Cancellation"); and

WHEREAS, the parties wish to settle the claims asserted in the Cancellation, permit Beautopia to register the mark S.A.M., and assign the mark SAM to Beautopia.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged and including the covenants and promises set forth herein, and intending to be legally bound, the parties hereby agree as follows:

1. Patel hereby conveys, transfers, assigns, and delivers to Beautopia all of her right, title, and interest in U.S. Registration No. 2,944,302 to Beautopia, and acknowledges Beautopia's:

a. ownership of, validity of, and right to register and use the marks S.A.M. and SAM for both "bath and beauty products, namely, bubble bath, toilet soaps, body scrubs, bath salts, and liquid soaps," and for "men's hair care products, namely, shampoos, conditioners and hairspray; men's body washes and body lotions; and men's cologne" (together, the "Beautopia Goods"); together with

b. the goodwill of the business relating to the Beautopia Goods in respect upon which the marks are used and for which they are registered:

c. all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks,

d. including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and

e. all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. Patel will cease all use of the marks "S.A.M." and "SAM" with any goods or services.

3. Patel consents to the use and federal registration by Beautopia of the mark S.A.M. for all goods now identified in U.S. Trademark Application Serial Number Serial No. 77/312,605, and in any future application to register S.A.M. or SAM for

Beautopia goods, and will execute the CONSENT TO REGISTER TRADEMARK, attached hereto as Exhibit A, for filing in the USPTO.

4. As consideration for this Settlement and Assignment Agreement, Beautopia shall pay to Patel the amount of one thousand dollars (\$1,000.00) within ten business days of signing this agreement.

5. Beautopia and Patel agree that Cancellation No. 92/049748 may be dismissed with prejudice.

6. The parties agree to cooperate by promptly executing any and all additional documents and doing all acts that are reasonably necessary to implement the terms and intent in this Settlement and Assignment Agreement.

7. Upon execution of this Settlement and Assignment Agreement, Beautopia and Patel mutually agree that they will release and forever discharge the other party, and all and each of their respective present and former officers, directors, employees, predecessors, successors, and assigns, agents and attorneys, affiliated companies, subsidiary companies, and dealers from any and all liabilities, suits, debts, sums of money, accounts, and damages, in law, equity, or otherwise arising from the use of the SAM mark or the S.A.M. mark, except that the parties, after the execution of this Settlement and Assignment Agreement, shall be entitled to bring an action to enforce this Settlement and Assignment Agreement or for a breach thereof.

8. This Settlement and Assignment Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties.

9. Nothing in this agreement or the relationship between the parties shall be construed, interpreted, or deemed to be a license or joint venture.

10. If any provision of this agreement, or part thereof, is held invalid for any reason, each and every other provision, or part thereof, nevertheless shall continue in full force and effect.

11. The parties agree to make reasonable efforts to keep the terms of this agreement confidential, but its terms may be disclosed when required by legal proceedings or in association with a duty of disclosure associated with financing or a due diligence review.

12. All notices, requests, demands, and other communications for or contemplated under this agreement will be in writing and will be deemed to have been duly given when delivered personally or by a letter mailed by certified mail, return receipt requested, to the parties, their successors, or assigns at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid:

To Beautopia: Julie Glenna
Marketing Manager
Beautopia LLC
3939 East 46th Street
Minneapolis, MN 55406

and

Robert Freed
Rick A. Kempf
Moore & Hansen
225 South Sixth Street, Suite 4850
Minneapolis, Minnesota 55402

To Patel: Samia Patel
139 West 85th St., Apt #4
New York, NY 10024

13. Each party hereto expressly represents and warrants that, respectively, it has full authority to enter into this Settlement and Assignment Agreement and that, respectively, it has not assigned, encumbered, or conveyed any claim that is released hereby.

14. This Settlement and Assignment Agreement is the result of arms-length negotiations among the parties. All parties have participated in the negotiations, have had an equal opportunity to participate in the drafting and revision of this Settlement and Assignment Agreement, and have had the opportunity to review this Settlement and Assignment Agreement with their counsel. No ambiguity shall be construed against any party based upon a claim that the party in question drafted the ambiguous language.

15. This Settlement and Assignment Agreement constitutes the entire agreement of the parties with respect to its subject matter, and all agreements and understandings among the parties with respect to its subject matter are embodied and expressed herein. It is understood and agreed that the terms and conditions described in this Settlement and Assignment Agreement constitute the essential terms and conditions among the parties, all of which have been voluntarily agreed upon.

16. This Settlement and Assignment Agreement may not be modified, amended, waived, or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the modification, amendment, waiver, or termination is sought.

17. The failure of a party to insist upon adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term in this Agreement.

18. Nothing contained in this Settlement and Assignment Agreement shall be construed to release any party hereto with respect to the covenants, undertakings, and agreements of such party contained in this document.

19. This Settlement and Assignment Agreement may be executed by the parties in identical counterparts, each of which shall constitute an original for all purposes.

Dated: June 30, 2009.

Beautopia, Inc.

By: 

Its: 

Dated: June 22, 2009.

Samia Patel



EXHIBIT A

CONSENT TO REGISTER TRADEMARK

This is an Agreement between Beautopia LLC ("Beautopia") and Samia Patel ("Patel").

WHEREAS, Beautopia filed an application ("the Beautopia Application") for registration of the mark S.A.M. with the United States Patent and Trademark Office under Serial No. 77/312,605, for goods described as "men's hair care products, namely, shampoos, conditioners and hairspray; men's body washes and body lotions; and men's cologne."

WHEREAS, the Beautopia Application was refused registration under Trademark Action Section 2(d), 15 U.S.C. Section 1052(d), based upon Patel's prior registration and use of the mark SAM ("the Patel Registration"), U.S. Registration No. 2,944,302, with goods described as "bath and beauty products, namely, bubble bath, toilet soaps, body scrubs, bath salts, and liquid soaps."

WHEREAS, Beautopia filed a petition to cancel the Patel Registration with the United States Trademark Trial and Appeal Board (TTAB), Cancellation Proceeding No. 92/049,748 (the "Cancellation"); and

WHEREAS, the parties wish to settle the claims asserted in the Cancellation and permit Beautopia to register the mark S.A.M.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Beautopia and Patel agree as follows:

1. Patel consents to federal trademark registration by Beautopia in the United States of the trademark S.A.M. as used for goods now described as "men's hair care products, namely, shampoos, conditioners and

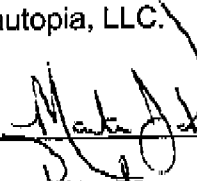
hairspray; men's body washes and body lotions; and men's cologne"" or using such alternative language as might be required by the United States Patent and Trademark Office to achieve registration for such goods. Patel expressly consents to the issuance of a U.S. trademark registration for the mark "S.A.M." in U.S. Trademark Application Serial Number 77/312,605.

2. Patel shall not institute any opposition proceeding or cancellation action against, or challenge in any manner any presently existing or future trademark application or registration filed in accord with this Agreement by Beautopia for the mark S.A.M. for the goods identified in Application Serial No. 77/312,605 and the goods identified in the registration that results from U.S. Trademark Application Serial No. 77/312,605.
3. Patel shall not use the marks SAM or S.A.M. for either "bath and beauty products, namely, bubble bath, toilet soaps, body scrubs, bath salts, and liquid soaps," or for "men's hair care products, namely, shampoos, conditioners and hairspray; men's body washes and body lotions; and men's cologne."
4. Copies of this Agreement may be filed by either party with the United States Patent and Trademark Office.
5. This Agreement shall inure to the benefit of and be binding on the successors and assigns of Beautopia and Patel.
6. This document is intended to be a legally binding contract, and all parties hereto acknowledge that they have had opportunity to consult with legal counsel prior to signing this Agreement.

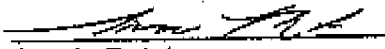
7. This Agreement shall take effect when signed by all parties hereto. The term of this Agreement shall continue so long as any trademark identified herein or covered hereby is in use by a party hereto, a successor or assign, or remains registered in the United States or any state thereof.

Beautopia, LLC.

Date: June 30, 2009.

By 
Its: President

Date: JUNE 22, 2009.


Samia Patel