

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MARS Ventures, LLC		05/21/2010	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mars Holding Company, LLC		
<b>Street Address:</b>	1221 Eastlake Ct.		
<b>City:</b>	Loveland		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80537		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: COLORADO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3562047	WAXING THE CITY	
Registration Number:	3694430	WAXING UNIVERSITY	
Registration Number:	3622115	CEROLOGIST: EXPERT IN WAX	
Registration Number:	3586657	CEROLOGY: ART OF THE NEW YOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)607-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-607-3500		
<b>Email:</b>	trademarkdnvr@faegre.com		
<b>Correspondent Name:</b>	Joshua A. Smith		
<b>Address Line 1:</b>	1700 Lincoln Street		
<b>Address Line 2:</b>	3200 Wells Fargo Center		
<b>Address Line 4:</b>	Denver, COLORADO 80203-4532		
<b>ATTORNEY DOCKET NUMBER:</b>	84201-383691		

CH \$115.00 3562047

**900162808**

**TRADEMARK  
 REEL: 004211 FRAME: 0021**

NAME OF SUBMITTER:	Joshua A. Smith
Signature:	/Joshua A. Smith/
Date:	05/21/2010
<b>Total Attachments: 3</b> source=MARS Ventures to Mars Holding Company#page1.tif source=MARS Ventures to Mars Holding Company#page2.tif source=MARS Ventures to Mars Holding Company#page3.tif	

## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (“**Assignment**”), dated as of May 21, 2010 (“**Effective Date**”), is made by and between MARS Ventures, LLC, a Colorado limited liability company (“**Assignor**”), and Mars Holding Company, LLC, a Colorado limited liability company (“**Assignee**”).

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks (including the goodwill associated with the trademarks) (“**Marks**”) and internet domain name (“**Domain Name**”) in the form more fully described in Exhibit A hereto;

WHEREAS, Assignor desires to sell and transfer Assignor’s entire right, title and interest in and to the Marks and Domain Name to Assignee; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks and the Domain Name, together with the goodwill associated with the Marks.

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

1. Assignment of Marks. Assignor hereby transfers, conveys, assigns, and sets over unto Assignee, its successors and assigns, Assignor’s entire right, title and interest in and to the Marks, including, without limitation: (a) all registrations and applications therefore and the right to apply for and register the Marks, in the United States of America and all other countries and geographic areas in the world, together with the goodwill symbolized by the Marks; (b) all common law and statutory rights related thereto; (c) all rights of renewal and extension; (d) all rights to bring actions for and settle past, present and future infringement, dilution, misappropriation and unauthorized use claims concerning the Marks, and any claims involving injury to goodwill associated with the use of any of the Marks, in any country or other geographic area in the world; and (e) all rights to receive all proceeds from any of the foregoing, including licenses, royalties income, payments and damages.
2. Transfer of Domain Name. Assignor hereby transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the Domain Name. Assignor shall take all other steps reasonably necessary to effect the transfer of the Domain Name to Assignee, including, without limitation, executing any additional documents or agreements as may be reasonably necessary and providing to Assignee and the relevant registrar all information necessary to effect such transfer.
3. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Colorado and the United States of America.

*[Signature Block Follows]*



**EXHIBIT A**

U.S. Federal Registrations:

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
WAXING THE CITY	3,562,047	January 13, 2009
WAXING UNIVERSITY	3,694,430	October 6, 2009
CEROLOGIST: EXPERT IN WAX	3,622,115	May 19, 2009
CEROLOGY: ART OF THE NEW YOU	3,586,657	March 10, 2009

Domain Name:

[www.waxingthecity.com](http://www.waxingthecity.com)