

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beauty Creations, Inc.		12/03/2010	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	J. Strickland & Co.
Street Address:	10420 DeSoto Road
Internal Address:	P.O. Box 1637
City:	Olive Branch
State/Country:	MISSISSIPPI
Postal Code:	38654
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0148723	BLACK AND WHITE
Registration Number:	0148724	
Registration Number:	0155508	BLACK AND WHITE
Registration Number:	0186614	BLACK AND WHITE HAND SOAP
Registration Number:	0165008	PLUKO
Registration Number:	1396342	JUST SO
Registration Number:	1396343	JUST SO
Registration Number:	1219623	QUEEN HAIR DRESSING
Registration Number:	0999499	QUEEN REZOLIUM
Registration Number:	0747957	QUEEN GENUINE BERGAMOT
Registration Number:	1092061	TUXEDO CLUB

CORRESPONDENCE DATA

Fax Number: (703)935-8473

900182973

**TRADEMARK
 REEL: 004466 FRAME: 0093**

OP \$290.00 0148723

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 571 313 7559
Email: MAIL@SHERR-LAW.COM
Correspondent Name: Todd A. Vaughn
Address Line 1: Sherr & Vaughn, PLLC
Address Line 2: 620 Herndon Parkway, Suite 320
Address Line 4: Herndon, VIRGINIA 20170

ATTORNEY DOCKET NUMBER:	529-0012
NAME OF SUBMITTER:	TODD A. VAUGHN
Signature:	/TAV/
Date:	02/02/2011

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made effective as of the 3rd of December, 2010, by **BEAUTY CREATIONS, INC.** a Tennessee corporation ("Assignor"), **J. STRICKLAND & CO.** a Tennessee corporation and with a place of business at P.O. Box 1637, 10420 Desoto Road, Olive Branch, MS 38654 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in, to and under the trademarks, and the corresponding applications and registrations therefor, listed on Schedule I hereto, together with the goodwill associated therewith (the "Trademarks");

WHEREAS, pursuant to the dissolution of the Corporation as approved by resolution of the Board of directors of Assignee on November 22, 2010 and filed with the Tennessee Secretary of State on December 3, 2010., the Assignor, having now paid its creditors in full, is now proceeding in accordance with such dissolution process to distribute its assets to its sole shareholder which is the Assignee herein and as such is hereby conveying and transferring to Assignee all of Assignor's right, title and interest in, to and under the Trademarks of the Assignee (the "Assignment of the Trademarks"); and

WHEREAS, Assignor and Assignee now desire to confirm the Assignment of the Trademarks for purposes of filing the same with the United States Patent and Trademark Office (the "USTPO").

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

1. **Assignment of Trademarks.** Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in, to and under the following:

- a) the Trademarks;
- b) any and all registrations and applications for registration of the Trademarks; and
- c) the goodwill associated with the Trademarks.

2. **Recordation of Assignment.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the USTPO to record each of the Trademarks, and title thereto, as the property of Assignee, in accordance with the terms of this Agreement.

3. **Amendments and Waivers.** No alteration, modification or change of this Assignment shall be valid except by an agreement in writing executed by the parties hereto. No failure or delay by any party hereto in exercising any right, power or privilege hereunder (and no course of dealing between the parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the law of the State of Tennessee applicable to agreements made and to be performed therein.

5. **Binding Effect; Third Party Beneficiaries.** This Assignment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns; and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person or entity any rights, remedies, obligations or liabilities under or by reason of this Assignment.

6. **Counterparts; Signature by Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by any party by the delivery by such party by facsimile or other electronic transmission of a copy of the signature page of this Agreement duly executed by such party. Any copy of this Agreement so executed by facsimile or other electronic transmission shall be deemed to be an originally executed copy of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ASSIGNOR:

BEAUTY CREATIONS, INC.

By: Linda L Clifton
Name: Vice President
Title: _____

ASSIGNEE:

J. STRICKLAND & CO.

By: Linda L Clifton
Name: Linda L Clifton
Title: President

SCHEDULE I
TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>
Black and White	148,723
Black & White	148,724
Black & White and Design	155,508
Black & White	186,614
Black & White	1282
Black & White	417,834
Black and White	151/1944
Black & White Pluko	1,354,444
Pluko	165,008
Just So Curl Activator	1,396,342
Just So (moisturizer)	1,396,343
Queen & Design	1,219,623
Queen Rezolium	999,499
Queen Genuine Bergamot	747,957
Tuxedo Club	1,092,061