

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delicious Brands, LLC		01/30/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	pH Beauty Labs, Inc.		
Street Address:	1964 Westwood Boulevard, Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3905309	ECLOS	
Registration Number:	3995536	C.BOOTH	
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
Phone:	3102073800		
Email:	tm_filings@bstz.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Peter Bromaghim, Blakely Sokoloff et al		
Address Line 1:	12400 Wilshire Boulevard, Seventh Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	005485.GTM007		
NAME OF SUBMITTER:	Peter Bromaghim		
Signature:	/PeteBromaghim/		

CH \$65.00 3905309

Date:

03/01/2012

Total Attachments: 12

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ASSET PURCHASE AGREEMENT

By and Among
PH BEAUTY LABS, INC.

(as Buyer)

and

DELICIOUS BRANDS, LLC

(as Seller)

Dated January 30, 2012

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (“**Agreement**”) is dated January 30, 2012, by and among pH Beauty Labs, Inc. (d/b/a Freeman Beauty), a Delaware corporation (the “**Buyer**”) and Delicious Brands, LLC, a Texas limited liability company (the “**Seller**”). Capitalized terms used herein but not otherwise defined shall have the meaning as set forth in Article VI hereof.

WITNESSETH:

WHEREAS, Seller is in the business of developing and marketing consumer products under the brand names c.Booth and Eclos (collectively, with the goodwill associated therewith, the “**Brands**”), using product names set forth on Schedule 1.1(f) attached hereto (collectively, the names set forth on Schedule 1.1(f), herein the “**Branded Product Names**”; and said business of developing and marketing the Brands and the Branded Product Names, the “**Business**”); and

WHEREAS, the Buyer wishes to acquire from Seller, and Seller wishes to sell, assign and transfer all right, title and interest in and to the Buyer, all of the assets owned, leased or used by Seller in connection with, necessary for, or material to the Business, and the Buyer has agreed to assume the Assumed Liabilities, all for the purchase price and upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, in order to induce the Buyer to enter into this Agreement, the Seller has agreed to make certain representations, warranties and covenants as set forth in this Agreement for the benefit of the Buyer and Stanley Rothschild and Colleen Rothschild (together, “**Former Owners**”) have each agreed to enter into a Consulting Agreement with the Buyer in the form attached hereto as Exhibit D.

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby, the parties hereto agree as follows:

ARTICLE I SALE AND PURCHASE OF THE ASSETS

1.1 Purchased Assets. Subject to and upon the terms and conditions set forth in this Agreement, at Closing, the Seller will sell, transfer, convey, assign and deliver to the Buyer, and the Buyer will acquire from the Seller, certain assets (tangible and intangible) of the Seller and the Business, as the same are more particularly described in this Section 1.1. The assets to be sold and purchased are the Seller’s assets (tangible and intangible) owned or used in the conduct of the Business as of the Closing Date (hereinafter collectively referred to as the “**Purchased Assets**”), and exclude the Excluded Assets. Subject to the terms and conditions hereof, at the Closing, good and valid title to the Purchased Assets will be transferred or otherwise conveyed to the Buyer free and clear of all liabilities, obligations, liens, claims and encumbrances, excepting only the Assumed Liabilities and Permitted Liens. The Purchased Assets shall include the following assets owned, leased or used by, or licensed to, Seller in the conduct of the Business:

(a) any and all Permits relating to the Business to the extent transferable all of which are set forth on Schedule 1.1 (provided that Seller shall have the right to retain copies of the same, subject to the confidentiality provisions set forth in Section 8.18 hereof);

(b) the Books and Records relating to the Business (provided that Seller shall have the right to retain copies of the same, subject to the confidentiality provisions set forth in Section 8.18 hereof);

(c) all customer lists and supplier lists of the Business all of which are set forth on Schedule 1.1 (provided that Seller shall have the right to retain copies of the same, subject to the confidentiality provisions set forth in Section 8.18 hereof);

(d) (i) all accounts receivable with respect to the Business and with a due date on or after January 27, 2012 (the "**Acquired Accounts Receivable**") and (ii) rights of the Seller with respect to the Business, including those under the contracts, agreements or other arrangements set forth on Schedule 1.1 (collectively, the "**Assumed Contracts**") (provided that Seller shall have the right to retain copies of the same, subject to the confidentiality provisions set forth in Section 8.18 hereof);

(e) all Inventory of the Business which is set forth on Schedule 1.1;

(f) all Intellectual Property of the Business, which is set forth on Schedule 1.1 attached hereto, and all documents embodying such Intellectual Property and all evidence of ownership of such Intellectual Property;

(g) all domain names of the Business, which are set forth on Schedule 1.1 attached hereto, and other internet related materials relating to the Business (other than materials using the name "Delicious Brands" or any derivative thereof), including pages from websites maintained by or on behalf of Seller which relate solely to the Brands, Purchased Assets or the Branded Product Names;

(h) all actions, demands, rights and privileges against third parties that relate to any of the Brands, Branded Product Names or Assumed Liabilities; and

(i) all goodwill of the Business.

1.2 Excluded Assets. The Seller will retain and not transfer, and the Buyer will not purchase or acquire, any assets owned, leased or used by, or licensed to, Seller that are not Purchased Assets, including, without limitation, the following assets (collectively, the "**Excluded Assets**"):

(a) the books and records of Seller other than the Books and Records;

(b) the certificate of incorporation, by-laws, taxpayer and other identification numbers, seals, minute books, ownership interest transfer books and other documents relating to the organization, maintenance and existence of Seller;

(c) the assets of Seller relating to any other brands other than the Brands;

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SELLER:

DELICIOUS BRANDS, LLC

By: 

Name: Stanley Rothschild

Title: Manager

TRADEMARK

REEL: 004727 FRAME: 0665

BUYER:

PH BEAUTY LABS, INC.

By: _____

Name: Doug Hosking

Title: Chief Executive Officer

TRADEMARK

REEL: 004727 FRAME: 0666

Section I.1(f) - Intellectual Property

The list of domestic and international marks follows this cover page.

Below (in chart) is the information regarding the C.Booth and ECLOS trademarks. Please note that the goods that appear in the chart for the Canadian trademark are the proposed goods as an amendment was just filed on January 18th removing the following:

Shampoo; conditioners; non-medicated hair treatment preparations for cosmetic purposes; non-medicated scalp treatment cream; hair styling preparations.

TRADEMARK	COUNTRY	CLASS/GOODS	APP. NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
ECLOS	US	3 - Shampoo; conditioners; non-medicated hair treatment preparations for cosmetic purposes; non-medicated scalp treatment cream; hair styling preparations; makeup; body lotion; body moisturizer; body cream; facial cleanser; face moisturizer; face cream; eye cream; hand and nail treatments, namely, non-medicated hand and nail care preparations; facial masks; night cream; facial scrub; hand cream; non-medicated lip care preparations in the nature of lip butter; lip gloss; hydrating body lotion; non-	7782505 1	September 11, 2009	3905309	January 11, 2011

		medicated foot cream; face toner; face lotion; wrinkle cream; skin care products, namely, non-medicated skin serum; face gel.				
ECLOS	Canada	3 - (1) Bar soap; after-shave cream, pre-shave cream; body fragrance; lip scrub; self tanner; creams for cellulite treatments; bath salts; bath powders; deodorants for personal use; makeup; body wash; body butter; dry oil spray; body soufflé; bubble bath; hand soap; body lotion; body cleanser; body moisturizer; body scrub; body cream; body mist; facial cleanser; toner pads; face moisturizer; face cream; eye cream; hand and nail treatments, namely, non-medicated hand and nail care preparations; face mask; non-medicated acne treatment preparations; skin	1454443	Sept. 28, 2009	N/A	N/A

whitening creams;
non-medicated skin
brightening fluids
for cosmetic
purposes; night
cream; face scrub;
hand cream; lip
butter; lip gloss;
nail polish remover;
make up remover;
hydrating body
lotion; screen
cleanser; deodorant
for women; eye
makeup and lipstick
remover; eyewear
cleaning fluid;
sunscreen; non-
medicated foot
cream; shower
cleanser; bath oil;
non-medicated
bath soak; cream
bath; face toner;
face lotion; wrinkle
cream; skin care
products, namely
non-medicated skin
serum; face
gel. (PROPOSED USE
IN CANADA)

(2) Makeup; body
lotion; body
moisturizer; body
cream; facial
cleanser; face
moisturizer; face
cream; eye cream;
hand and nail
treatments,
namely, non-

		<p>medicated hand and nail care preparations; facial masks; night cream; facial scrub; hand cream; non-medicated lip care preparations namely lip butter; lip gloss; hydrating body lotion; non-medicated foot cream; face toner; face lotion; wrinkle cream; skin care products, namely, non-medicated skin serum; face gel. (USED IN THE US)</p>				
ECLOS	European Community	<p>3 - Makeup; body wash; body moisturizer; body cream; facial cleanser; face moisturizer; face cream; eye cream; hand and nail treatments, namely, non-medicated hand and nail care preparations; facial masks; night cream; facial scrub; hand cream; non-medicated lip care preparations in the nature of lip butter; lip gloss; hydrating body lotion; non-medicated foot</p>	8578189	Sept. 28, 2009	N/A	N/A

		cream; face toner; face lotion; wrinkle cream; skin care products, namely, non-medicated skin serum; face gel				
C.BOOTH	US	3 - Body wash; body butter; dry oil spray; whipped body cream; bubble bath; hand soap; body lotion; body cleanser; body moisturizer; body scrub; body cream; body mist; facial cleanser; toner pads; face moisturizer; face cream; eye cream; hand and nail treatments, namely, non-medicated hand and nail care preparations; face mask; non-medicated acne treatment preparations; stain removing preparations; skin whitening creams; brightening fluid; night cream; face scrub; hand cream; lip butter; lip gloss; pre-moistened cosmetic towelettes; nail polish remover;	7753800 6	August 4, 2008	3995536	July 19, 2011

make up remover;
hydrating body
lotion; screen
cleanser; deodorant
for women;
feminine hygiene
towelettes; eye
makeup and lipstick
remover; eyewear
cleaning fluid;
sunscreen; non-
medicated foot
cream; shower
cleanser; bath oil;
non-medicated
bath soak; cream
bath; face toner;
face lotion; wrinkle
cream; skin care
products, namely,
non-medicated skin
serum; face gel