

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
Delicious Brands, LLC		01/30/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	pH Beauty Labs, Inc.		
Doing Business As:	DBA Freeman Beauty		
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:	(617)607-9200		
Phone:	(617) 449-6500		
Email:	ebelt@mccarter.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:	Erik Paul Belt		
Address Line 1:	265 Franklin Street, 14th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	117098/00005		
NAME OF SUBMITTER:	Erik Paul Belt		

CH \$65.00 3905309

Signature:	/Erik Paul Belt/
Date:	03/15/2012
Total Attachments: 11 source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page1.tif source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page2.tif source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page3.tif source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page4.tif source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page5.tif source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page6.tif source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page7.tif source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page8.tif source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page9.tif source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page10.tif source=Intellectual Property Assignment Agreement - pH Beauty_Delicious Brands - 1_30_12#page11.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is entered into effective as of January 30, 2012 by and among Delicious Brands, LLC, a Texas limited liability company (the "Assignor"), and pH Beauty Labs, Inc. (d/b/a Freeman Beauty), a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof by and between the Assignor and the Assignee (the "Agreement"; capitalized terms used but not defined herein having the respective meanings assigned to them in the Agreement); and

WHEREAS, in connection with the transactions contemplated by the Agreement, Assignee and Assignor desire that all of the intellectual property identified on Schedule A attached hereto ("Assigned Intellectual Property") together with all of the goodwill of the Business associated with the use of and represented by the Assigned Intellectual Property, be assigned and transferred to Assignee.

NOW THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

1.1. Assignment. Subject to the terms and conditions of the Agreement, Assignor does hereby assign, transfer and sell to Assignee all of its right, title and interest in and to the Assigned Intellectual Property, together with all of the goodwill of the Business associated with the use of and represented by the Assigned Intellectual Property, free and clear of any Liens (other than Permitted Liens).

1.2. Further Assurances. Assignor hereby agrees to assist Assignee, at Assignee's reasonable request from time to time and at Assignee's expense, to enforce the rights assigned hereby and to obtain and/or transfer the rights of exclusive use of the Assigned Intellectual Property, and will execute all documents reasonably necessary or appropriate for this purpose.

1.3. Power of Attorney. The Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO and foreign offices; provided, that the Assignee shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the Assignor has failed to take such action at the request of the Assignee

and following five (5) days prior written notice to the Assignor of the exercise of such rights. This power of attorney shall be irrevocable.

2. MISCELLANEOUS

2.1. Amendment. No amendment or waiver of any provision of this Assignment shall be effective unless in writing and executed by the parties hereto in the case of an amendment or the party entitled to the benefit of the provision to be so waived in the case of a waiver.

2.2. Notice. All notices shall be provided to the addresses and in the manner provided in the Agreement.

2.3. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

2.4. Governing Law. This Assignment shall be construed under and governed by the laws of the State of Delaware without regard to its conflicts of laws provisions.

2.5. Counterparts. For the convenience of the parties and to facilitate execution, this Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property as of the day and year first above written.

ASSIGNOR

DELICIOUS BRANDS LLC

By: 

Name: STAN ROTHSCHILD

Title: PRESIDENT / CEO

ASSIGNEE

PH BEAUTY LABS, INC.

By: _____

Name: Doug Hosking

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property as of the day and year first above written.

ASSIGNOR

DELICIOUS BRANDS, LLC

By: _____
Name: Stanley Rothschild
Title: Manager

ASSIGNEE

PH BEAUTY LABS, INC.

By: Douglas Hosking
Name: Doug Hosking
Title: Chief Executive Officer

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

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.BOOOTH	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			
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