

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	06/13/2011

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advanced Beauty Systems, Inc.		06/08/2011	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Advanced Beauty, Inc.
<b>Street Address:</b>	5720 LBJ Freeway Suite 400
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75240
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3829699	ADVANCED BEAUTY SYSTEMS
Serial Number:	77054733	AQUATION
Registration Number:	3816707	BODYCOLOGY
Registration Number:	1719286	BODYCOLOGY
Registration Number:	2373942	BODYCOLOGY
Registration Number:	3020240	CANTU
Registration Number:	2964101	DR. TEAL'S
Serial Number:	77911771	EARTH SUPPLIED
Serial Number:	77771409	M.BODY
Serial Number:	85157121	PRETTY
Registration Number:	2998041	SHEA SOFT
Registration Number:	3640427	SLICE OF LIFE
Registration Number:	4050904	HEALTHY KISS

OP \$340.00 3829699

**TRADEMARK**

**CORRESPONDENCE DATA**

Fax Number: (214)200-0853  
Phone: 214.651.5262  
Email: ipdocketing@haynesboone.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Lisa N. Congleton  
Address Line 1: Haynes and Boone, LLP  
Address Line 2: 2323 Victory Ave., Ste. 700  
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	45303.2
NAME OF SUBMITTER:	Lisa N. Congleton
Signature:	/Lisa N. Congleton/
Date:	03/16/2012

Total Attachments: 9  
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Form 622  
(Revised 12/08)

Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709  
Filing Fee: see instructions



Certificate of Merger  
Combination Merger  
Business Organizations Code

This space reserved for office use.

FILED  
In the Office of the  
Secretary of State of Texas  
JUN 13 2011  
Corporations Section

Parties to the Merger

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1

Advanced Beauty Systems, Inc.

Name of Organization

The organization is a corporation It is organized under the laws of  
Specify organizational form (e.g., for-profit corporation)

Texas U.S.A. The file number, if any, is 0800183112  
State Country Texas Secretary of State file number

Its principal place of business is 5720 LBJ Freeway Suite 400 Dallas TX  
Address City State

The organization will survive the merger.  The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 2

Advanced Beauty, Inc.

Name of Organization

The organization is a corporation It is organized under the laws of  
Specify organizational form (e.g., for-profit corporation)

Texas U.S.A. The file number, if any, is 801414301  
State Country Texas Secretary of State file number

Its principal place of business is 5720 LBJ Freeway Suite 400 Dallas TX  
Address City State

The organization will survive the merger.  The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 3

Name of Organization

The organization is a \_\_\_\_\_ It is organized under the laws of \_\_\_\_\_  
Specify organizational form (e.g., for-profit corporation)

The file number, if any, is \_\_\_\_\_  
*State Country Texas Secretary of State file number*  
Its principal place of business is \_\_\_\_\_  
*Address City State*

- The organization will survive the merger.       The organization will not survive the merger.
- The plan of merger amends the name of the organization. The new name is set forth below.

*Name as Amended*

**Plan of Merger**

- The plan of merger is attached.

*If the plan of merger is not attached, the following statements must be completed.*

**Alternative Statements**

In lieu of providing the plan of merger, each domestic filing entity certifies that:

1. A signed plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.
2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic entities or non-code organizations, to any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

*Complete item 3B if the merger effected changes to the certificate of formation of a surviving filing entity.*

3A. No amendments to the certificate of formation of any surviving filing entity that is a party to the merger are effected by the merger.

3B.  The plan of merger effected changes or amendments to the certificate of formation of:

*Name of filing entity effecting amendments*

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

*Amendment Text Area*

**4. Organizations Created by Merger**

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the plan of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

Name of New Organization 1 Jurisdiction Entity Type (See instructions)

Principal Place of Business Address City State Zip Code

Name of New Organization 2 Jurisdiction Entity Type (See instructions)

Principal Place of Business Address City State Zip Code

Name of New Organization 3 Jurisdiction Entity Type (See instructions)

Principal Place of Business Address City State Zip

Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

The approval of the owners or members of [Name of domestic entity] was not required by the provisions of the BOC.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is accepted and filed by the secretary of state.
B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing.
C. This document takes effect on the occurrence of the future event or fact, other than the passage of time.

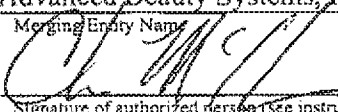
Tax Certificate

- Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

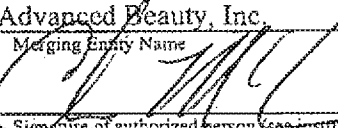
Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: June 8, 2011

Advanced Beauty Systems, Inc.  
Merging Entity Name  
  
Signature of authorized person (see instructions)

Chris McClain, President and Sole Director  
Printed or typed name of authorized person

Advanced Beauty, Inc.  
Merging Entity Name  
  
Signature of authorized person (see instructions)

Chris McClain, President and Sole Director  
Printed or typed name of authorized person

\_\_\_\_\_  
Merging Entity Name

\_\_\_\_\_  
Signature of authorized person (see instructions)

\_\_\_\_\_  
Printed or typed name of authorized person

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 8th day of June, 2011, by and between ADVANCED BEAUTY SYSTEMS, INC., a Texas corporation with its principal offices in Dallas, Texas ("ABS"), and ADVANCE BEAUTY, INC., a Texas corporation with its principal offices in Dallas, Texas ("ABI").

### WITNESSETH:

WHEREAS, ABI desires to acquire all of the issued and outstanding shares of the ABS common stock, \$0.01 par value per share (the "ABS Stock"), through the merger (the "Merger") of ABS with and into ABI, pursuant to which holders of ABS Stock will be entitled to receive either shares of common stock of ABI, par value \$0.01 per share (the "ABI Stock"), or cash;

WHEREAS, ABI and ABS believe that the Merger, as provided for and subject to the terms and conditions set forth in this Agreement and all exhibits, schedules and supplements hereto, is in the best interests of ABI and ABS and their respective shareholders;

WHEREAS, subsequent to the Merger, ABI will continue as the surviving corporation; and

WHEREAS, the respective boards of directors and the holders of the majority of the common stock of each ABI and ABS have approved this Agreement and the proposed transactions substantially on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereby agree as follows:

### ARTICLE I ACQUISITION OF ABS BY ABI

Section 1.01 Merger of ABS with and into ABI. Subject to the terms and conditions of this Agreement, ABS will merge with and into ABI pursuant to the provisions of Chapter 10 of the Texas Business Organizations Code (the "TBOC").

Section 1.02 Effects of the Merger. The Merger shall have the effects set forth in Section 10.008 of the TBOC. Following the Merger, ABI shall continue as the corporation surviving the Merger, and the separate corporate existence of ABS shall cease.

Section 1.03 Articles of Incorporation and Bylaws. The Certificate of Formation and Bylaws of ABI shall continue to be the controlling corporate documents of ABI subsequent to the Merger taking effect until the same shall be amended and changed as provided by law.

Section 1.04 Directors and Officers. The directors and officers of ABI shall continue in their positions subsequent to the Merger taking effect and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Formation and Bylaws of ABI or as otherwise provided by law.

Section 1.05 Merger Consideration. At the Effective Time (as defined in Section 1.09 hereof), each share of ABS Stock shall, by virtue of the Merger, and without any action on the part of any holder thereof, be converted into the right to receive the Shareholder Consideration set forth in this Section 1.05. At the Effective Time by virtue of this Agreement and without any further action on the part of any holder:

A. Any shares of capital stock of ABS that are owned by ABS (other than as a fiduciary) shall automatically be canceled and retired and all rights with respect thereto shall cease to exist, and no consideration shall be delivered in exchange therefor.

B. Each share of ABS Stock owned by Chris McClain (the "Majority Stockholder") as of the Effective Time shall be converted into the right to receive from ABI one share of ABI Stock (the "Per Share Stock Consideration").

C. Each share of ABS Stock owned by Pat Walker (the "Minority Stockholder") as of the Effective Time, shall be converted into the right to receive from ABI Five Thousand Four Hundred Five and Four Million Fifty Four Thousand Fifty Four Ten Millionths Dollars (\$5,405.4054054) cash (the "Per Share Cash Consideration"), for a total aggregate sum of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) cash.

D. Subject only to dissenter's rights under Subchapter H of Chapter 10 of the TBOC, all shares of ABS Stock shall no longer be outstanding and shall be cancelled and retired and all rights with respect thereto shall cease to exist, and each holder of ABS Stock shall cease to have any rights with respect thereto, except the right to receive the consideration provided for in this Section 1.05.

Section 1.06 Treatment of ABI Stock. Each share of ABI Stock issued and outstanding immediately prior to the Effective Time shall, on and after the Effective Time, continue to be issued and outstanding share of ABI Stock, all of which shall continue to be owned by Chris McClain.

Section 1.07 Dissenting Shareholders. Notwithstanding anything in this Agreement to the contrary, shares of ABS Stock that are outstanding immediately prior to the Effective Time and that are held by shareholders of ABS who have complied with the terms and provisions of Subchapter H of Chapter 10 of the TBOC (each a "Dissenting Shareholder") shall be entitled to those rights and remedies set forth in Subchapter H of Chapter 10 of the TBOC; *provided, however*, in the event that a shareholder of ABS fails to perfect, withdraws or otherwise loses any such right or remedy granted by the Subchapter H of Chapter 10 of the TBOC, each share of ABS Stock held by such shareholder shall be converted into and represent only the right to receive the consideration as specified in Section 1.05 of this Agreement.

Section 1.08 Delivery of Consideration; Exchange of Certificates.

A. Subsequent to the Effective Time, upon the surrender of certificates evidencing ownership in shares of common stock of ABS ("Certificate" or "Certificates") by the holder of record of such Certificate(s) to ABI, as paying agent, within five (5) business days of the Effective Time, ABI will deliver within ten (10) business days (A) to the Majority Shareholder, a certificate evidencing shares of ABI Stock, or (B) to the Minority Shareholder Three Million Six Hundred Thousand Dollars (\$3,600,000.00) cash. The consideration to be delivered by ABI to



Majority Shareholder and the Minority Shareholder as described in the preceding sentence is referred to as the "Shareholder Consideration."

C. In the event that any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by ABI, the posting by such person of a bond in such amount as ABI may reasonably determine is necessary as indemnity against any claim that may be made against it with respect to such Certificate, to ABI, as the paying agent, shall deliver in exchange for such lost, stolen or destroyed Certificate the Shareholder Consideration.

D. Until the holder of Certificates surrenders such Certificates to ABI, such holder shall not be entitled to receive the Shareholder Consideration. No interest will be paid on the Shareholder Consideration and no dividends or other distributions on the ABI Stock declared after the Effective Time shall be paid to the holder of a Certificate representing a right to receive the Per Share Stock Consideration until such holder surrenders his Certificate to ABI in accordance with this Agreement. After the surrender of a Certificate in accordance with this Agreement, the holder thereof shall be entitled to receive any such dividends or other distributions, without interest thereon, which had become payable after the Effective Time with respect to the shares of ABI Stock entitled to be received by virtue of such Certificate.

E. After the Effective Time, there shall be no further registrations or transfers of Certificates on the stock transfer records of ABS.

F. Notwithstanding the foregoing, none of ABI, ABS or ABI, as the paying agent, shall be liable to any ABS shareholder for any amount delivered in good faith to a public official pursuant to any applicable abandoned property, escheat or similar laws.

Section 1.09 Effective Time. The "Effective Time" as that term is used in this Agreement means the Closing Date.

## ARTICLE II THE CLOSING AND THE CLOSING DATE

Section 2.01 Time and Place of the Closing and Closing Date. On a date determined by ABI (the "Closing Date"), the parties to this Agreement will execute this Agreement and exchange certificates, letters and other documents and instruments as may be necessary or appropriate in order to effect the transactions contemplated by this Agreement (the "Closing").

Section 2.02 Further Assurances. At any time and from time to time within twelve months after the Closing, at the reasonable request of any party to this Agreement and without further consideration, any party so requested will execute and deliver such other instruments and take such other action as the requesting party may reasonably deem necessary or desirable in order to effectuate the transactions contemplated hereby. In the event that, at any time after the Closing any further commercially reasonable action is necessary or desirable to carry out the purposes of this Agreement, each party hereto shall take or cause to be taken all such commercially reasonable actions.

**ARTICLE III  
MISCELLANEOUS**

Section 5.01 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF EACH OF THE PARTIES SUBJECT TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS. IN THE EVENT OF A DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE PARTIES IRREVOCABLY AGREE THAT VENUE FOR SUCH DISPUTE SHALL LIE EXCLUSIVELY IN ANY COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS.

Section 5.02 Binding Effect; Assignment. All of the terms, covenants, representations, warranties and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective heirs, successors, representatives and permitted assigns. Nothing expressed or referred to herein is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provision herein contained, it being the intention of the parties hereto that this Agreement, the assumption of obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole benefit of the parties to this Agreement and for the benefit of no other person. Nothing in this Agreement shall act to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision give any third party any right of subrogation or action over or against any party to this Agreement. No party to this Agreement shall assign this Agreement, by operation of law or otherwise, in whole or in part, without the prior written consent of the other party. Any assignment made or attempted in violation of this Section 5.02 shall be void and of no effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ADVANCED BEAUTY SYSTEMS, INC.

By: 

Chris McClain  
President and Sole Director

ADVANCED BEAUTY, INC.

By: 

Chris McClain  
President and Sole Director

Signature Page to ABL/A05 Plan of Merger

DAL 201108.1