

## 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
RISE INTERNATIONAL GROUP, LLC		05/20/2004	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AWESOME PRODUCTS, INC.		
Street Address:	6201 REGIO AVENUE		
City:	BUENA PARK		
State/Country:	CALIFORNIA		
Postal Code:	90620		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1759370	VIBRANCE	
Registration Number:	1763952	VIBRANCE	
CORRESPONDENCE DATA			
Fax Number:	9498556371		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-855-1246		
Email:	ljohnson@stetinalaw.com		
Correspondent Name:	MATTHEW A. NEWBOLES		
Address Line 1:	75 ENTERPRISE		
Address Line 2:	SUITE 250		
Address Line 4:	ALISO VIEJO, CALIFORNIA 92656		
ATTORNEY DOCKET NUMBER:	AWSOM-000		
NAME OF SUBMITTER:	MATTHEW A. NEWBOLES		

Signature:	/MAN/
Date:	05/10/2012
Total Attachments: 9 source=CopyrightTrademarkPurchaseAgreementRiseIntl#page1.tif source=CopyrightTrademarkPurchaseAgreementRiseIntl#page2.tif source=CopyrightTrademarkPurchaseAgreementRiseIntl#page3.tif source=CopyrightTrademarkPurchaseAgreementRiseIntl#page4.tif source=CopyrightTrademarkPurchaseAgreementRiseIntl#page5.tif source=CopyrightTrademarkPurchaseAgreementRiseIntl#page6.tif source=CopyrightTrademarkPurchaseAgreementRiseIntl#page7.tif source=CopyrightTrademarkPurchaseAgreementRiseIntl#page8.tif source=CopyrightTrademarkPurchaseAgreementRiseIntl#page9.tif	

**COPYRIGHT AND TRADEMARK  
PURCHASE AGREEMENT**

This Copyright and Trademark Purchase Agreement ("Agreement") is made and entered into effective as of this 20<sup>th</sup> day of May, 2004, by and between Rise International Group, L.L.C., a Delaware limited liability company, ("Seller") and Awesome Products, Inc., a California corporation ("Buyer").

WHEREAS, Seller is the owner of the U.S. and Canadian trademarks for VIBRANCE and variants thereof as listed on Exhibit A attached hereto ("Trademarks"), and certain unregistered copyrights in the artwork used on labels and packaging for VIBRANCE products as shown on Composite Exhibit B attached hereto ("Copyrights") (the Trademarks and Copyrights being hereinafter referred to collectively as "Intellectual Property"); and

WHEREAS, Buyer desires to acquire and Seller desires to sell all of Seller's right, title, and interest in the Intellectual Property, along with the right to recover for damages and profits for past infringement thereof.

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

1. Seller does hereby irrevocably contribute, transfer, convey, sell, and assign to Buyer its entire right, title, and interest in and all subsidiary rights of Seller in and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as any and all common law rights therein, together with all rights and privileges granted and secured thereby, including, but no limited to, the right to sue and recover for any past or continuing infringement or dilution of said Trademarks. If following execution of this Agreement it is determined that Seller owns additional registrations or applications covering the VIBRANCE mark that are not listed on Exhibit A, Seller agrees that it will irrevocably contribute, transfer, convey, and assign those registrations or applications to Buyer, and Exhibit A to this Agreement shall be deemed amended to include those additional registrations and applications.

2. Seller does hereby irrevocably contribute, transfer, convey, sell, and assign to Buyer its entire right, title, and interest in and all subsidiary rights of Seller in and under the Copyrights and any and all common law rights therein, together with all rights and privileges granted and secured thereby, including, but no limited to, the right to sue and recover for any past or continuing infringement of said Copyrights. Said transfer specifically excludes the "Helene Curtis" name and trademark used in connection with Copyrights, as Seller claims no rights in such name and mark.

3. In consideration for the transfer of the Intellectual Property of Seller to Buyer, Buyer shall pay \$275,000.00 (the "Purchase Price") by wire transfer at the closing (the "Closing") of the transactions contemplated by this Agreement.

4. Attached hereto as Exhibits C, D, E, and F and forming a part hereof are: (i) a U.S. Trademark Assignment; (ii) a Canadian Trademark Assignment; (iii) a U.S. Copyright Assignment, and (iv) an Assignment of Trademark Purchase and Sale Agreement, each of which shall be duly executed by Seller and delivered at the Closing. Seller shall also deliver to Buyer at the Closing a duly executed assignment from Northside Development, Inc. to Seller of the Canadian trademark registration applications listed on Exhibit A.

5. Buyer will bear all costs (including legal costs) incurred by Buyer incidental to this Agreement and recording of the Intellectual Property assignments.

6. Seller warrants and represents that as of the date of this Agreement: (i) it has full authority to enter into this Agreement; (ii) it has no reason to believe it is not the sole owner of the Intellectual Property in the United States and Canada; (iii) it has not sold, assigned, transferred, conveyed, or otherwise disposed of any or all rights in the Intellectual Property; (iv) to its knowledge, the Intellectual Property does not infringe on the rights of any third party; (v) to its knowledge, none of the Intellectual Property is infringed or has been challenged or threatened; and (vi) except as noted in Sections 7 and 8 below, the Trademark registrations and applications listed on Exhibit A are subsisting, unrevoked and uncanceled. Buyer expressly acknowledges that Seller has not sold any products bearing the Intellectual Property in over a year, but Seller represents and warrants that such lack of sales was due to excusable non-use for purposes of Section 8 of the Trademark Act, 15 U.S.C. § 1058.

7. With respect to trademark U.S. Registration No. 2,026,620 (“Vibrance Organic Care Strong Healthy Hair from Root to Tip” and design), Seller represents and Buyer acknowledges as follows: The Sections 8 & 15 Combined Affidavit submitted to the United States Patent and Trademark Office (“USPTO”) on July 2, 3003, was refused because the required specimen was not submitted. The USPTO’s Post Registration Office Action required that a complete response be submitted within six months from the mailing date of the office action, which was September 5, 2003. As of the date of this Agreement, no specimen has been submitted, and the referenced registration is accordingly subject to cancellation.

8. With respect to trademark U.S. Registration No. 2,028,764 (“Vibrance Organic Care”), Seller represents and Buyer acknowledges as follows: the Sections 8 & 15 Combined Affidavit submitted to the USPTO on July 9, 2003, was refused because the required specimen was not submitted. The USPTO’s Post Registration Office Action required that a complete response be submitted within six months from the mailing date of the office action, which was September 9, 2003. As of the date of this Agreement, no specimen has been submitted, and the referenced registration is accordingly subject to cancellation.

9. Except for the agreement between Proctor and Gamble Company and Helene Curtis, Inc., attached hereto as Exhibit G, Seller warrants and represents that there are no other agreements or undertakings between Seller and any third party involving the Intellectual Property.

10. Seller shall not make any claims to ownership or use of the Intellectual Property in connection with any products after the execution of this Agreement.

11. Upon execution of this Agreement, Seller shall deliver to Buyer all registration and renewal certificates together with all nonprivileged files, data, writings, drawings, and documents, and agreements, in whatever form in its possession or control related to the Intellectual Property.

12. Seller shall indemnify Buyer and hold it harmless from claims, losses, damages, costs and expenses (including reasonable attorneys fees), up to a maximum of the Purchase Price in total damages incurred by Buyer as a result of Seller's breach of the representations and warranties contained in this Agreement.

13. Each of the parties represents to the other that it has not incurred and will not incur any liability for brokerage fees or agents' commissions in connection with this Agreement, except for Timothy Avers who will be paid by Seller through separate agreement. Except for the commission due to Timothy Avers, each party agrees to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby.

14. This Agreement may be amended only by written instrument executed by the parties hereto.

15. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall constitute original signatures.

16. This Agreement represents the entire agreement between the parties with regards to the subject matter contained herein and shall be binding on the parties and their successors and assigns.

17. This Agreement shall be governed by the laws of the Commonwealth of Virginia without giving effect to its conflicts of laws provisions.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Copyright and Trademark Purchase Agreement as of the date first above written.

RISE INTERNATIONAL GROUP, L.L.C.,  
a Delaware limited liability company

By: INTER AMERICAN COSMETICS,  
INC., a Delaware corporation, its sole  
Member and Manager

By: 

Name: Paul Silberfarb

Title: President

AWESOME PRODUCTS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Notarial Acknowledgments on Following Page]

IN WITNESS WHEREOF, the parties have executed this Copyright and Trademark Purchase Agreement as of the date first above written.

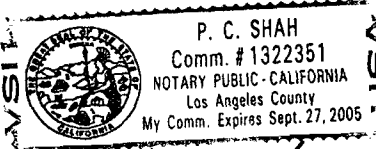
RISE INTERNATIONAL GROUP, L.L.C.,  
a Delaware limited liability company  
By: INTER AMERICAN COSMETICS,  
INC., a Delaware corporation, its sole  
Member and Manager

By: *Paul Silberfarb*  
Name: Paul Silberfarb  
Title: President

AWESOME PRODUCTS, INC.

By: *Hardas*  
Name: L.D. Hardas  
Title: president

[Notarial Acknowledgments on Following Page]

  
*P.C. Shah*

[Seller use Florida or New Jersey form as applicable]

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this MAY 20, 2004, by Paul Silberfarb, the President of Inter American Cosmetics, Inc., a Delaware corporation the Sole Member and Manager of Rise International Group, L.L.C., a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission # \_\_\_\_\_

AMIRA I. POZO  
NOTARY PUBLIC BERGEN COUNTY NJ  
MY COMMISSION EXPIRES FEB. 01, 2006

Witnessed or Attested by: \_\_\_\_\_

(Seal)

State of New Jersey, County of \_\_\_\_\_, ss:

I CERTIFY that on MAY 20, 2004, BERNARD ROSENBLUM personally came before me and this person acknowledged under oath, to my satisfaction, that:  
a) this person is the President of the Sole Member/Manager of the limited liability company named in this document;  
b) this person is the attesting witness to the signing of this document by the proper company officer who is \_\_\_\_\_ of the company;  
c) this document was signed and delivered by the company as its voluntary act duly authorized by a proper resolution of its members; and  
(d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on MAY 20, 2004.

Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

AMIRA I. POZO  
NOTARY PUBLIC BERGEN COUNTY NJ  
MY COMMISSION EXPIRES FEB. 01, 2006



STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2004, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

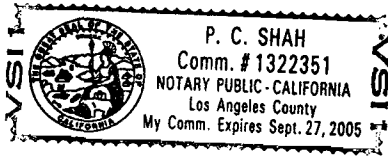
STATE OF CALIFORNIA  
COUNTY OF ORANGE )

On MAY 25<sup>th</sup>, 2004, before me, P. C. SHAH, a Notary Public, personally appeared L. D. HARDAS, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

P. C. Shah  
Notary Public  
Print Name: P. C. SHAH

My commission expires: SEP 27 2005



TRADEMARKSUNITED STATES

MARK	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.	STATUS
VIBRANCE ORGANIC CARE	01/18/96	75/047,715	01/07/97	2,028,764	Section 8/15 filed 07/09/03. Post-Registration Action 09/09/03.
VIBRANCE & design	06/17/92	74/286,002	03/23/93	1,759,370	Renewal due 03/23/13.
VIBRANCE	06/18/92	74/285,969	04/13/93	1,763,952	Renewal due 04/13/13.
VIBRANCE ORGANIC CARE, STRONG HEALTHY HAIR FROM ROOT TO TIP	09/06/95	74/725,893	12/31/96	2,026,620	Section 8/15 filed 07/02/03; Post-Registration Action 09/09/03.

CANADA

MARK	FILING DATE	APPLICATION NO.	STATUS
VIBRANCE ORGANIC CARE	02/21/02	1,132,054	Allowed 12/05/03
VIBRANCE & design	02/21/02	1,132,055	Allowed 09/26/03
VIBRANCE	02/21/02	1,132,056	Allowed 12/05/03
VIBRANCE ORGANIC CARE, STRONG HEALTHY HAIR FROM ROOT TO TIP	02/21/02	1,132,053	Allowed 12/19/03