

## 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
J75 Inc.		12/31/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	L'Oreal USA Creative, Inc.		
Street Address:	575 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3969540	BAXTER FINLEY BARBER & SHOP	
Registration Number:	2544796	BAXTER OF CALIFORNIA	
CORRESPONDENCE DATA			
Fax Number:	2129845082		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-984-4177		
Email:	lgigliotti@us.loreal.com		
Correspondent Name:	Lisa M. Gigliotti		
Address Line 1:	575 Fifth Avenue, 34th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	BAXTER		
NAME OF SUBMITTER:	Lisa M. Gigliotti		
Signature:	/Lisa M. Gigliotti/		

Date:

01/30/2013

Total Attachments: 5

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## **TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of December 31, 2012 (this "Assignment"), is entered into by and between J75 Inc. (d/b/a Baxter of California), a California corporation ("Assignor") and L'Oréal USA Creative, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee, Baxter Finley, Inc., a California corporation and Jean-Pierre Mastey, an individual, have entered into that certain Asset Purchase Agreement, dated as of December 21, 2012 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, assign, convey and deliver to Assignee, and Assignee agreed to purchase from Assignor, all of Assignor's right, title and interest in and to trademarks, including those set forth on Schedule A (the "Trademarks"); and

WHEREAS, Assignor and Assignee wish to confirm such assignment.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all right, title and interest Assignor holds, or may hold, in, to and under the Trademarks and all such corresponding goodwill in connection with which the Trademarks are used, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. The Assignee hereby, effective as of the date hereof, accepts the sale, transfer, assignment, conveyance and delivery of the Trademarks.
3. The Assignor and the Assignee hereby request and authorize the relevant authority at the relevant governmental office of each relevant jurisdiction to record Assignee as the assignee and owner of the Trademarks.
4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
5. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a

signature page of this Assignment by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by their duly authorized representative as of the day and year first above written.

J75 INC.

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

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

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

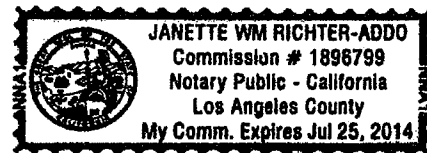
*Jean Pierre Mastey*  
JEAN PIERRE MASTEY  
Pres.

Sworn to and subscribed before me  
this 21 day of Dec., 2012

\_\_\_\_\_  
Notary Public

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

Jul. 25, 2014



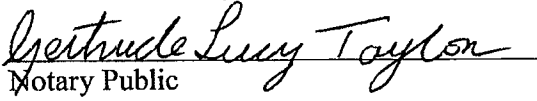
L'ORÉAL USA CREATIVE, INC.

By: 

Name: Roger Bolden

Title: Executive Vice President

Sworn to and subscribed before me  
this 21<sup>st</sup> day of December, 2012


  
Notary Public

My Commission Expires: August 8<sup>th</sup> 2015

**GERTRUDE LUCY TAYLOR**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Qualified in Queens County  
Lic. #01TA6246206  
**My Commission Expires Aug. 8, 2015**

**Schedule A**

**Trademarks**

<b><u>MARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>CLASS</u> <u>GOODS/SERVICES</u></b>	<b><u>SER. NO.</u> <u>APP. DATE</u></b>	<b><u>REG. NO.</u> <u>REG. DATE</u></b>
Baxter Finley Barber & Shop	USA	IC 044. US 100, 101. G&S: Barber shop services; Beauty salon services	Ser. No.: 85/113,323; App. Date: August 23, 2010	Reg. No. 3,969,540; Reg. Date: May 31, 2011
 <b>BAXTER</b> OF CALIFORNIA	USA	IC 003. US 001, 004, 006, 050, 051, 052. G&S: Personal care products for men, namely, shaving cream, shave gel, face moisturizers, hand and body lotion, personal deodorant, after-shave lotion, cologne, face scrub, body scrub, shampoo, hair conditioner, under eye cream, hair styling preparations, face and body soap, toothpaste, sunscreen, self- tanning lotion, face mask, hair removal lotion	Ser. No.: 76/240,472; App. Date: April 16, 2001	Reg. No. 2,544,796; Reg. Date: March 5, 2002