

04-22-1999



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U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Beauty Supply San Francisco, Inc.

03/18/99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization California

**Receiving Party**

Mark if additional names of receiving parties attached

Name Freeman Beauty Store Holdings, LLC

DBA/AKA/TA

Composed of

Address (line 1) c/o Wyman, Isaacs, Blumenthal & Lynne LLP

Address (line 2) 8840 Wilshire Boulevard, Second Floor

Address (line 3) Beverly Hills

California

90211

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other Limited Liability Company

Citizenship/State of Incorporation/Organization California

**FOR OFFICE USE ONLY**

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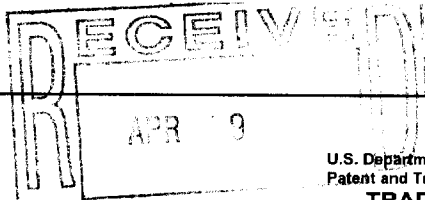
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 1886 FRAME: 0815**

4/19/99



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Bruce Isaacs, Esq.

April 12, 1999

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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Enter Additional Conveying Party

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Execution Date

Month Day Year

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Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of March 18, 1999, between Elana Laub ("Laub"), John Dellar ("Dellar") and Beauty Supply – San Francisco, Inc., c/o Steve Cooper, Esq., Freeland Cooper LeHocky & Hamburg, 150 Spear Street, Suite 1800, San Francisco, California 94105 ("Assignor") and Freeman Beauty Store Holdings LLC, a California Limited Liability Company, c/o Bruce Isaacs, Esq., Wyman, Isaacs, Blumenthal & Lynne, LLP, 8840 Wilshire Blvd., Suite 200, Beverly Hills, California 90211 ("Assignee"), who hereby agree as follows:

1. Recitals. This Assignment is made with reference to the following facts and objectives:
  - a. Assignor and Assignee have executed an asset purchase agreement (the "Asset Purchase Agreement") pursuant to which Assignee has purchased all of the Assets of Assignor, except the Excluded Assets.
  - b. The Assets purchased by Assignee included the Lips Trademark (defined below), the Domain Name (defined below) and the Unregistered Marks (defined below).
  - c. The purpose of this Assignment is to memorialize the assignment of these Assets to Assignee, the assumption by Assignee of the liabilities and obligations of BSSF set forth in Section 2.1 and as expressly set forth in the Asset Purchase Agreement and the transfer of various contracts (the Scheduled Contracts, defined below) to Assignee, including the assumption of liabilities thereunder by Assignee.
2. The Lips Trademark. Assignor owns the trademark of a Lips design, Trademark Registration No. 1,673,448, serial No. 74/130102, registered January 28, 1992, with a renewal date of January 28, 2002 (the "Lips Trademark"). For good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers, conveys and quitclaims to Assignee the

Lips Trademark and all right, title and interest therein including, but not limited to, the goodwill of the business symbolized by the Lips Trademark, and the registration thereof. Assignor hereby agrees to execute a Recordation Form Cover Sheet or any other forms, to the extent necessary, so as to enable Assignee to record and perfect this Assignment with the United States Patent and Trademark Office.

3. The Domain Name: Assignor owns the domain name "beautystore.com", NIC Tracking No. 980128.2167 (the "Domain Name"). For good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers, conveys and quitclaims to Assignee the Domain Name and all right, title and interest therein including, but not limited to, the goodwill of the business represented and generated by the Domain Name, and the registration thereof. Assignor also hereby agrees to execute a Registrant Name Change Agreement (or Registration Agreement, as the case may be) or any other forms, to the extent necessary, so as to enable Assignee to register this Assignment with Network Solutions, Inc. and/or any other domain name regulating authority (foreign or domestic).

4. The Unregistered Marks. Assignor has sold, for approximately ten years, private label goods under the "City Lites" or "City" name and mark (the "Unregistered Marks"). Neither of the Unregistered Marks have been registered as a trademark or a servicemark under state or federal law and Assignor makes no representation or warranty with respect to whether the use of such Unregistered Marks violates the intellectual property rights of any other person. For good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers, conveys and quitclaims to Assignee whatever right, title and interest it has in and to the Unregistered Marks including, but not limited to, the goodwill of the business symbolized by the Unregistered Marks. Assignor hereby agrees to execute whatever additional documents are necessary, if any,

so as to enable Assignee to establish, register, record and/or perfect this Assignment with the United States Patent and Trademark Office.

5. The Scheduled Contracts: Assignor is a party to various contracts which are set forth on the Schedule attached hereto as Exhibit "2.1(c)" (the "Scheduled Contracts"). For good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and to the extent permitted pursuant to the Scheduled Contracts, Assignor hereby assigns, sells, transfers, conveys and quitclaims to Assignee the Scheduled Contracts and all right, title and interest therein. Assignee hereby accepts such assignment and assumes all of the obligations of the Scheduled Contracts (to the extent that the assignment of the Scheduled Contracts is not prohibited).

6. Effective Date of Assignment. The Assignment of the Lips Trademark, the Domain Name, the Unregistered Marks and the Scheduled Contracts shall take effect on the date hereof. Assignor represents and warrants that all rent, charges, costs and other payments required to be made with respect to the Lips Trademark, the Domain Name, the Unregistered Marks and the Scheduled Contracts, if any, have been made as of the date hereof.

7. Security Deposit. To the extent Assignor has paid any security deposits with respect to any of the Scheduled Contracts, then, upon the effective date of this Assignment, Assignor releases all claims to any such security deposits, the full amount of which shall be held for the benefit of Assignee, subject to the provisions of that particular Scheduled Contract.

8. Assumption. Assignee hereby assumes and agrees to pay when due each and every liability and obligation of Assignor, Laub and/or Dellar to the extent (i) set forth in Section 2.1 of the Asset Purchase Agreement or (ii) expressly set forth in the Asset Purchase Agreement as an obligation or liability to be paid or assumed by Assignee.

9. Miscellaneous.

a. Notice. Except as otherwise provided by law, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the

other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this Assignment. Either party may change its address by notifying the other of the change of address. Notice shall be deemed communicated within three (3) days from the time of mailing if mailed as provided in this paragraph.

b. *Successors.* The assignment shall be binding on and inure to the benefit of the parties and their successors in interest.

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

Dated: March 18, 1999

Assignor:

BEAUTY SUPPLY – SAN FRANCISCO, INC.

By: Elana Laub

Its: SEVY.

Dated: March 18, 1999

ELANA LAUB

Elana Laub  
Elana Laub

Dated: March 18, 1999

JOHN DELLAR

John Dellar  
John Dellar



Dated: March 18, 1999

Assignee:

FREEMAN BEAUTY STORE HOLDINGS LLC

  
By: Brett Saevitzon, Member

State of CALIFORNIA

County of SAN FRANCISCO

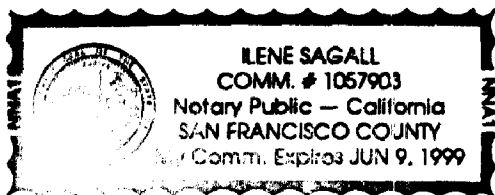
On MARCH 18 1999 before me, ILENE SAGALL, NOTARY PUBLIC,  
Date Name and Title of Officer  
(e.g., "Jane Doe,  
Notary Public")

personally appeared

ELANA LAUB, JOHN DELLAR and BRETT SAEVITZON  
Name(s) of Signer(s)


- personally known to me *and*
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.



[Notary Seal]

WITNESS my hand and official seal.

  
Signature of Notary Public