

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colberts, Inc.		09/30/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Empress Hair Products, Ltd.
Composed Of:	COMPOSED OF Empress Hair Products Management, LLC as its sole general partner
Street Address:	4233 Southwestern Blvd.
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2727893	EMPRESS
Registration Number:	2714518	E

CORRESPONDENCE DATA	
Fax Number:	(214)200-0853 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	214-651-5066
Email:	ipdocketing@haynesboone.com
Correspondent Name:	Haynes and Boone, LLP
Address Line 1:	901 Main Street, Suite 3100
Address Line 4:	Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	35205.2
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NAME OF SUBMITTER:	Jeffrey M. Becker
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Total Attachments: 3
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "**Agreement**") is made as of the 30th day of September, 2003, by and between Colberts, Inc., a Texas corporation having an address at 1295 Majesty Drive, Dallas, Texas 75247 ("**Seller**"), and Empress Hair Products, Ltd., a Texas limited partnership having an address at 4233 Southwestern Blvd., Dallas, Texas 75225 ("**Purchaser**").

RECITALS:

A. Seller and Purchaser have entered into an Asset Purchase Agreement dated as of September 30, 2003 (the "**Asset Purchase Agreement**").

B. Pursuant to the Asset Purchase Agreement, Seller has agreed to sell to Purchaser certain assets related to the business and assets of the "Empress Hair Care" division of Seller, which assets include all trademarks of the Seller related to such division, including without limitation those contained on attached Exhibit A (the "**Trademarks**").

AGREEMENT:

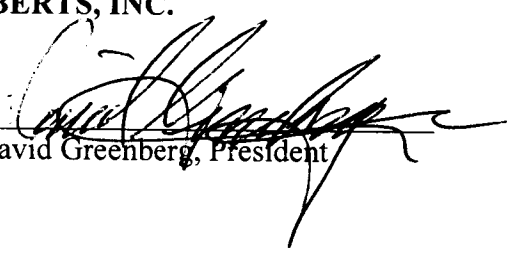
In consideration of the premises and of the agreements contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and pursuant to the terms of the Asset Purchase Agreement, the parties hereto agree as follows:

1. **Assignment.** Seller, for itself and its successors and assigns, hereby assigns, transfers and conveys to Purchaser all of its right, title and interest in and to the Trademarks, in the United States and elsewhere, including the right to sue for past infringement, together with the goodwill of the business symbolized by the Trademarks and all registrations and pending applications for the Trademarks.
2. **Transfer of Files.** Upon the execution of this Agreement, Seller shall deliver to Purchaser all of its files concerning the Trademarks, including all trademark searching, prosecution, watching, and enforcement files, whether such files are in the possession of Seller or its attorneys or agents.
3. **Additional Rights and Obligations.** Seller and Purchaser hereby agree and acknowledge that this Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement and that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Agreement shall not impair or diminish any of the rights or obligations of any of the parties to the Asset Purchase Agreement as set forth therein.
4. **Reasonable Efforts; Cooperation.** The parties shall use their reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the provisions contained herein and to cooperate with each other in connection with the foregoing.
5. **Further Assurances.** The parties agree to take such further actions and execute and deliver such other documents, assignments, certificates, agreements and other instruments as may be necessary or desirable in order to consummate or implement this Agreement.

6. **Binding Effect.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of Seller and Purchaser, and their respective successors and assigns.

This Agreement has been executed as of the date first written above.

SELLER:
COLBERTS, INC.

By: 
David Greenberg, President

BUYER:
EMPRESS HAIR PRODUCTS, LTD.

By: Empress Hair Products Management, LLC

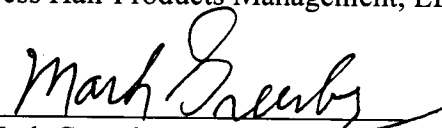

By: 
Mark Greenberg, President

Exhibit A

Country/Region	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
USA	EMPRESS	76/278,638 06/29/2001	2,727,893 06/17/2003
	E (Stylized) 	76/356,177 01/07/2002	2,714,518 05/06/2003
Canada	EMPRESS	1114689 09/04/2001	pending
CTM	EMPRESS	002820983 08/23/2002	pending
Dominican Republic	EMPRESS	2002-153010 10/08/2002	132514 01/15/2003
Israel	EMPRESS	158773 08/13/2002	158773 08/05/2003
Mexico	EMPRESS	505095 09/03/2001	780757 02/27/2003