

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
Paula Begoun		03/02/2010	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Paula's Choice, Inc.		
Street Address:	1030 SW 34th Street		
Internal Address:	Suite A		
City:	Renton		
State/Country:	WASHINGTON		
Postal Code:	98055		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3226695	PAULA'S CHOICE	
Registration Number:	3221345	COSMETICS COP	
Registration Number:	3144386	PAULA'S SELECT	
CORRESPONDENCE DATA			
Fax Number:	(206)903-8820		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2069038839		
Email:	ipdocket-se@dorsey.com		
Correspondent Name:	Patchen M. Haggerty		
Address Line 1:	701 Fifth Ave., Ste. 6100		
Address Line 2:	Dorsey & Whitney LLP		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	485310-0002		
NAME OF SUBMITTER:	Patchen M. Haggerty		

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REEL: 004164 FRAME: 0722

Signature:	/Patchen M. Haggerty/
Date:	03/10/2010
Total Attachments: 3 source=Paula's Choice Assignment#page1.tif source=Paula's Choice Assignment#page2.tif source=Paula's Choice Assignment#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Paula Begoun, an individual, ("Assignor"), owns and has adopted and used the following trademarks for which Assignor owns the following identified registrations with the United States Patent and Trademark Office for the goods identified therein ("the Marks"):

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Goods</u>
PAULA'S CHOICE	3226695	04/10/2007	Class 3: Skin care products, namely, cleansers, make-up removers, toners, exfoliants, moisturizers, creams, lotions, facial and body masks; skin care product kits consisting primarily of cleansers, toners, moisturizers and sunscreens; blemish and oil control products, namely solutions, lotions, gels and facials masks; sunscreens, tanning lotions, creams and gels, skin lightening lotions, creams and gels; lip care products, namely lip balms, lip protectors and lipscreen; hair and body care products, namely body scrub, body lotion, body mist, body creams, body balm, hair and body shampoos, conditioner, shaving cream, shaving gel
COSMETICS COP	3221345	03/27/2007	Class 35: On-line retail store services featuring skin care products, cosmetics, cosmetic applicators, bags, accessories and books; providing subscriptions to beauty columns and newsletters via the Internet; providing consumer information about the cosmetic industry, health and beauty products via the Internet Class 41: Providing an online, non-downloadable electronic

publication, namely an ingredient dictionary for health and beauty products

PAULA'S SELECT

3144386

09/19/2006

Class 3: Make-up and cosmetics, namely foundation, concealer, powder, blush, eyeshadow, eye and brow liners, tints, and pencils, mascara, lipstick, lip liner, lip gloss, face and body shimmer, nail polish, base and topcoat; oil-blotting papers for cosmetic purposes

Class 21: Cosmetic brushes, cosmetic sponges

WHEREAS, Assignor desires to assign, and Paula's Choice, Inc., a Washington corporation with its principal business address at 1030 SW 34th Street, Suite A, Renton, WA 98055 ("Assignee"), desires to receive, all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith and symbolized by the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title, and interest in and to the Marks, in the United States of America and any foreign countries or jurisdictions—together with the goodwill associated therewith and symbolized by the Marks—including all common law, use, application, registration, renewal and extension rights, and the right to recover for damages and profits for past, present, or future infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Executed as of this 2 day of March, 2010.

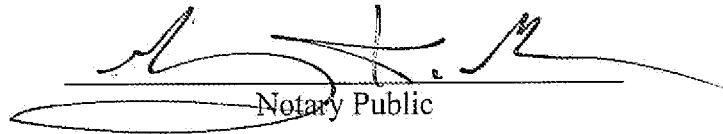
By:



Name: Paula Begoun

STATE OF WASHINGTON)
) §§
COUNTY OF KING)

Before me personally appeared Paula Begoun, who acknowledged the foregoing instrument to be a free act and deed and also represented that she is authorized to execute the same this 2 day of March, in the year 2010.


Notary Public

My commission expires: 11-01-2011

[SEAL]

