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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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

08-08-2000

05-31-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #39



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

101425704

Information on 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
10/15/1999
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name McAuley's, Inc.

05/22/00

Formerly _____

75600900

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Tennessee

Receiving Party

Mark if additional names of receiving parties attached

Name RB of Memphis, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2300 Sittler

Address (line 2) _____

Address (line 3) Memphis Tennessee 38114
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 _____

Citizenship/State of Incorporation/Organization Tennessee

FOR OFFICE USE ONLY

08/07/2000 MTHAI1 00000213 75600900

40.00 OP
750.00 OP

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

01 FC:481
02 FC:482

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)		
<input type="text" value="75/600,900"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,960,257"/>	<input type="text" value="1,956,377"/>	<input type="text" value="1,956,392"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,955,032"/>	<input type="text" value="1,956,393"/>	<input type="text" value="1,963,314"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,994,871"/>	<input type="text" value="1,998,001"/>	<input type="text" value="1,992,788"/>

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 use only by the PTO. 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.

Russell H. Walker Reg. No. 35,401

 5/25/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

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

Other

Citizenship/State of Incorporation/Organization

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

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Trademark Application Number(s)

Registration Number(s)

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1,990,953	2,096,429	2,052,725
2,154,304	2,253,012	
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05-31-2000

U.S. Patent & TMO/c/TM Mail Ropt Dt. #39

TRADEMARK ASSIGNMENT

This document is executed *nunc pro tunc* effective as of October 15, 1999.

WHEREAS, McAuley's, Inc., a Tennessee corporation, having a principal place of business at 2300 Sitler, Memphis, County of Shelby, Tennessee 38114 (hereinafter, "McAuley's") is the owner of certain trademarks (the "Marks") and the goodwill of the business associated therewith and certain trademark registrations and pending trademark applications therefor as now listed (the "Trademark Applications and Registrations"):

Attorney Docket No.	Mark	U.S. Appl. No.	Date Filed	U.S. Reg. No.	Reg. Date
94,181	HOLIDAY & design			1,960,257	3/5/96
94,182	CITRUS BLOSSOM			1,956,377	2/13/96
94,183	B & D POTPOURRI			1,956,392	2/13/96
94,184	LEMON DROP			1,955,032	2/6/96
94,185	CARPET VET			1,956,393	2/13/96
94,186	McAULEY'S POTPOURRI & design			1,963,314	3/19/96
94,187	CHRISTMAS SPICE			1,994,871	8/20/96
94,188	SACHET OF CHRISTMAS SPICE SCENTS			1,998,001	9/3/96
94,192	SACHET OF SPRINGTIME SCENTS			1,992,788	8/13/96
94,198	LUXURY BOUQUET MIST			1,990,953	8/6/96
95,101	FILTER SCENTS			2,096,429	9/16/97
96,008	McAULEY'S NATURAL'S			2,052,725	4/15/97
96,142	AROMAGEL			2,154,304	4/28/98
97,170	EDEN ESSENTIALS			2,253,012	6/15/99
98,148	NATURE'S DANCE	75/600,990	12/7/98		

WHEREAS, RB of Memphis, Inc., a Tennessee corporation having a principal place of business at 2300 Sitler, Memphis, County of Shelby, Tennessee 38114 (hereinafter, "RB"), is desirous of acquiring from McAuley's the entire right, title and interest in and to said Marks and the goodwill of the business associated therewith and said Trademark Applications and Registrations therefor;

WHEREAS, pursuant to the terms and conditions of an Order Confirming Debtor's Revised Amended Plan of Reorganization or Liquidation (the "Plan") as filed October 5, 1999, in Case No. 99-21267 JDL of the United States Bankruptcy Court for the Western District of Tennessee (Western Division), and further pursuant to an Asset Purchase Agreement (the "Asset Purchase Agreement") entered into and effective as of October 15, 1999, by and between said McAuley's and said RB, McAuley's did agree to sell certain of its assets to RB, including that portion of McAuley's ongoing and existing business to which said Marks pertain;

NOW, THEREFORE, in consideration of the terms and conditions of the Plan, and subject only to the terms and conditions of the Plan, and in furtherance of the Plan and the Asset Purchase Agreement, McAuley's ("Assignor"), by these presents does sell, assign and transfer unto the said RB ("Assignee"), *nunc pro tunc* effective as of October 15, 1999, Assignor's full and exclusive right, both in the United States and throughout all countries foreign to the United States, in and to the said Marks, the goodwill of the business associated therewith, and the said Trademark Applications and Registrations therefor, forever.

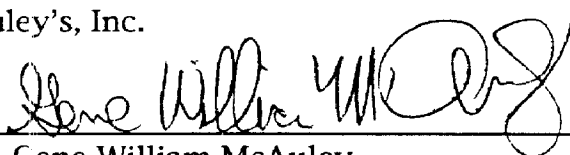
McAuley's (Assignor) covenants that no assignment, sale agreement or encumbrance has been or will be made or entered into that would conflict with this assignment other than as disclosed in said Plan and/or said Asset Purchase Agreement. Assignor further covenants that upon Assignee's reasonable request and at Assignee's sole expense, (i) Assignee will be provided promptly with all pertinent facts and documents relating to said Marks and said Trademark

Applications and Registrations therefor as may be known and accessible to Assignor and (ii) Assignor will cooperate with Assignee in providing testimony as to said Trademark Applications and Registrations in litigation or proceedings related thereto and will use its best efforts to promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, register and enforce said Trademark Applications and Registrations.

The undersigned (whose title is supplied below) represents and warrants that he is empowered to sign this Assignment on behalf of the Assignor.

Executed this 22 day of May, 2000, *nunc pro tunc*
effective as of October 15, 1999, at the city/town of
Memphis, Tennessee.

McAuley's, Inc.

By: 
Gene William McAuley
President

STATE OF TENNESSEE

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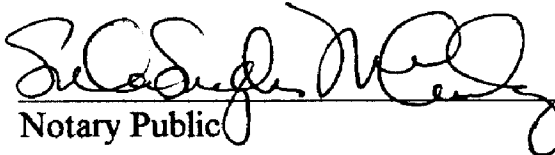
SS:

COUNTY OF SHELBY

)

On this 22nd day of May, 2000, before me, a Notary Public, personally appeared Gene William McAuley, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

My Commission expires:

1-17-2001.