

12-30-2002

IEET

Docket No.:



LY

003778.102004

Tab settings

To the Honorable Commissioner of f

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he attached original documents or copy thereof.

1. Name of conveying party(ies):

TIRO INDUSTRIES, INC.

12-18-02

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: December 12, 2002

2. Name and address of receiving party(ies):

Name: TIRO INDUSTRIES, LLC

Internal Address: c/o Dailey Capital Management, L.P.

Street Address: 2507 Post Road

City: Southport State: CT ZIP: 06890

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company - Delaware

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

(see attached ANNEX A)

B. Trademark Registration No.(s)

(see attached ANNEX A)

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Neal S. Greenfield

Internal Address: Pitney, Hardin, Kipp & Szuch LLP

Street Address: 685 Third Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:.....

31

7. Total fee (37 CFR 3.41):.....\$ \$790.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1145

RECORDED
DEC 18 AM 7:21
FINANCE SECTION

12/27/2002 LMJELLER 00000191 1119480

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 750.00 OP

9. 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.

NEAL S. GREENFIELD
Name of Person Signing

Signature

December 18, 2002
Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION/SERIAL NUMBER</u>
MANE STREET (Stylized)	1119480
MANE STREET (Stylized)	1735933
MANE STREET	1976580
SEA SOAPENTS(Stylized)	1424520
SUNRANE	1354826
PROTEOGLUCOSEAL	1511435
PROTEOGLUCOSEAL	2009650
MANE TREATMENT	1521448
NADEON (Stylized)	1600218
M (Stylized)	1510612
CITRASEAL	1626572
CITRA GLAZE	1865132
CITRICE	1799908
PACIFIC SPA	1804029
BODY ADVANTAGE	1931868
4 EVER CLEAR	1823550
BODY ELEMENTS	1709085
MANE SENSE	1992648
CITRA-IZE	1992673
100% PURE GOODNESS	2071248
4 EVER CLEAR	2278198
4 EVER CLEAR	2453689
4 EVER COOL	2530338
4 EVER COOL	2449055
4 EVER STIFF	2474228
CITRICINE	75/601762
CLARICINE	75/901986
TIRO	76/408895
TIRO	76/405607
“T” Des.	76/408877
TIRO and “T” Des.	76/408899

TRADEMARK ASSIGNMENT

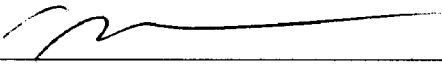
WHEREAS, TIRO INDUSTRIES, INC., a corporation organized and existing under the laws of the State of Minnesota, with an address at 5601 East River Road, Fridley, Minnesota 55432 (hereinafter referred to as "Assignor"), owns its entire right, title, and interest in and to each of the United States trademarks set forth on Annex A hereto, identified by the registration or application numbers in the United States Patent and Trademark Office (hereinafter called the "Trademarks"); and

WHEREAS, TIRO INDUSTRIES, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with an address at c/o Dailey Capital Management, L.P., 2507 Post Road, Southport, Connecticut 06890 (hereinafter referred to as "Assignee") is desirous of acquiring the Trademarks, together with the goodwill of the business with which the Trademarks are used and which is symbolized by the Trademarks, and has entered into an Asset Purchase and Investment Agreement, as amended by that certain First Amendment to Asset Purchase and Investment Agreement, with Assignor in furtherance thereof.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor by these presents hereby sells, transfers, conveys, and assigns unto the Assignee its entire right, title, and interest in and to the Trademarks thereof, along with the goodwill of the business in connection with which the Trademarks are used and which is symbolized thereby, the business of the Assignor or the portion thereof to which the Trademarks pertain, which business is ongoing and existing, and the right to recover for past infringement of the Trademarks.

Dated: December 19, 2002

TIRO INDUSTRIES, INC.

By: 
Name: Robert O. Vaa
Title President