

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
Nadeon LLC		03/14/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Outsourcing Services Group LLC
Street Address:	50 Tice Boulevard
City:	Woodcliff Lake
State/Country:	NEW JERSEY
Postal Code:	07677
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	76572857	UNMADE
Serial Number:	76572856	ALL MEN'S CLUB
Serial Number:	76572117	SALON DUPLICATES
Serial Number:	76570773	DUPLICATES
Serial Number:	76547798	JAMIE BRAZZO
Serial Number:	76547791	FOLIO
Serial Number:	76547785	JAMIE BRAZZO
Serial Number:	76547784	IMAGIO
Serial Number:	76547754	IMAGIO
Registration Number:	1600218	NADEON
Registration Number:	1735933	MANE STREET
Registration Number:	1119480	MANE STREET

CORRESPONDENCE DATA

CH \$315.00 76572857

Fax Number: (212)806-2560
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-806-5400
Email: afisher@stroock.com
Correspondent Name: Heather L. Heft
Address Line 1: 180 Maiden Lane
Address Line 4: New York, NEW YORK 10038

NAME OF SUBMITTER:	Heather L. Heft
Signature:	/heather l. heft/
Date:	03/29/2005

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Nadeon LLC, a Delaware limited liability company, located and doing business at 5601 East River Road, Fridley, Minnesota (“Assignor”), is the owner of the trademarks and the record owner of the trademark registrations and applications set forth in the Schedule of Trademarks annexed hereto and made a part hereof, (hereinafter the “Trademarks”); and

WHEREAS, Outsourcing Services Group, LLC, a Delaware limited liability company, located and doing business at 50 Tice Boulevard, Woodcliff Lake, New Jersey (“Assignee”), is desirous of acquiring all of the rights, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, and the portion of the business in connection with any intent-to-use trademark applications; and

NOW THEREFORE, pursuant to an Asset Purchase Agreement, dated as of January 14, 2005, by and among Assignee, Tiro Industries, LLC, a Delaware limited liability company, Assignor and Tiro Acquisition LLC, a Delaware limited liability company; and in consideration of good and valuable consideration paid by Assignee to Assignor, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby sells, transfers, and assigns to Assignee, the entire right, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, all trademark registrations and applications therefor, and the portion of the business in connection with any intent-to-use trademark applications; and

Assignor, does also hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives; and

Assignor, further authorizes the Commissioner of Patents and Trademarks of the United States and any official of any state or country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument; and

Assignor, further agrees to execute such additional documents as may be required in the United States and in states and countries foreign to the United States, to record Assignee as owner of the Trademarks and registrations and applications herein assigned; and

Assignor also represents and warrants that it has the unqualified right and power to enter into this Agreement and perform its terms; that it is the sole and exclusive owner of the entire right, title and interest in and to, free and clear of any liens, charges and encumbrances, of the Trademarks, except as otherwise indicated on the Schedule of Trademarks; that the Trademarks are valid, enforceable, and in good standing, except as otherwise indicated on the Schedule of Trademarks; that no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, except as otherwise indicated on the Schedule of Trademarks; that the Trademarks have not been adjudged invalid or unenforceable, in whole or in part by any court of competent jurisdiction, except as otherwise indicated on the Schedule of

Trademarks; nor has any holding, decision or judgment been rendered by any Governmental Authority which would limit or cancel the validity, registrability or enforceability of any of the Trademarks, except as otherwise indicated on the Schedule of Trademarks; that no action or proceeding is pending seeking to limit, or cancel the validity of any of the Trademarks, except as otherwise indicated on the Schedule of Trademarks; and Assignor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Trademarks.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the 16th day of March, 2005.

Assignor:
Nadeon LLC

By: [Signature]

Title: Authorized Signatory

Date: _____

STATE OF New York

: ss.:

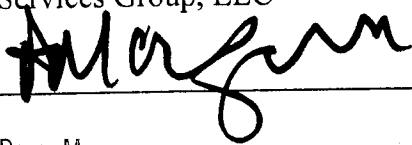
COUNTY OF New York

On the 14 day of MARCH, 2005, before me personally came Assignor's representative, to me known, who being by me duly sworn, did depose and say that he holds the office of Intexim CEO of the Assignor described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said company.

[Signature]
Notary Public

SAMUEL C. BUNCH
Notary Public, State Of New York
No. 01-BU6069E44
Qualified in New York County
Commission Expires 2/11/20 26

Assignee:
Outsourcing Services Group, LLC

By: 

Title: Perry Morgan
Executive Vice President, C.F.O.


Date: 3/15/05

STATE OF NT)

: ss.:

COUNTY OF Bays

On the 14th day of March, 2005, before me personally came Assignee's representative, to me known, who being by me duly sworn, did depose and say that he holds the office of EVP, CFO of the Assignee described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said company.


Notary Public

SCHEDULE OF TRADEMARKS

Marks owned by Nadeon LLC – United States

Mark	App/Reg Number	Status	Other
Unmade	76/572,857	Pending	action due February 23, 2005, so likely abandoned
All Men's Club	76/572,856	Pending	action due March 7, 2005
Salon Duplicates	76/572,117	Pending	action due February 11, 2005, so likely abandoned
Duplicates	76/570,773	Pending	action due February 10, 2005, so likely abandoned
Jamie Brazzo	76/547,798	Pending; security interest by TransAmerica**	
Folio	76/547,791	Pending; security interest by TransAmerica**	
Jamie Brazzo	76/547,785	Pending; security interest by TransAmerica**	
Imagio	76/547,784	Pending; security interest by TransAmerica**	
Imagio	76/547,754	Pending; security interest by TransAmerica**	
Nadeon	1,600,218	Registered security interest by TransAmerica***	
Mane Street & Design	1,735,933	Registered security interest by TransAmerica***	
Mane Street	1,119,480	Registered security interest by TransAmerica***	

** Security Interest granted by Nadeon LLC to TransAmerica Business Capital Corporation, signed February 9, 2004, recorded February 17, 2004 at Reel 2913 Frame 0670.

*** Two Security Interests granted by Tiro LLC to TransAmerica Business Capital Corporation; one signed December 12, 2002, recorded December 17, 2002 at Reel 2637 Frame 0396 and one signed December 18, 2002, recorded December 18, 2002 at Reel 2648 Frame 0052.

Marks owned by Nadeon LLC – Foreign

Mark	Serial Number	County	Status	Other
Salon Duplicates	1208660	Canada	Pending	
Imagio Design	1204827	Canada	Pending	
Jamie Brazzo	1204821	Canada	Allowed	
Mane Street	TMA 472523	Canada	Registered	
Duplicates	1208657	Canada	Pending	
Jamie Brazzo Design	1204822	Canada	Advertised	
Imagio	1204820	Canada	Pending	
Nadeon Design	TMA 463504	Canada	Registered	