

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
PUREBEAUTY, INC.		05/31/2006	CORPORATION: DELAWARE
PURE SALONS, INC.		05/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SKH ENTERPRISES II, INC.
Street Address:	C/O CAMERON CAPITAL CORPORATION, 330 BAY STREET, SUITE 812
Internal Address:	ATTN: STEVE HUDSON
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5H 2S8
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1673448	
Registration Number:	2553294	PURE BEAUTY
Registration Number:	2671501	PURE BEAUTY SALON
Registration Number:	2411881	PUREBEAUTY
Registration Number:	2668435	PUREBEAUTY HAIR SKIN BODY
Serial Number:	78603321	PLATFORM
Serial Number:	76307593	PURE BEAUTY SALON
Serial Number:	76307594	PUREBEAUTY HAIR SKIN BODY
Serial Number:	78603327	PUREBEAUTY PLATFORM
Serial Number:	76307590	PURESPA

CORRESPONDENCE DATA

Fax Number: (213)896-6600

900050187

**TRADEMARK
 REEL: 003320 FRAME: 0085**

CH \$265.00 1673448

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-896-6769
Email: kbernstein@sidley.com
Correspondent Name: SIDLEY AUSTIN LLP
Address Line 1: 555 W. FIFTH STREET
Address Line 2: ATTN: KIM BERNSTEIN, LEGAL ASSISTANT
Address Line 4: LOS ANGELES, CALIFORNIA 90013

ATTORNEY DOCKET NUMBER:	33205-10030-34230
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	KIM BERNSTEIN, LEGAL ASSISTANT
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Signature:	/KIM BERNSTEIN/
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Date:	06/01/2006
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Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made and entered into as of May 31, 2006 (this "Assignment"), by PUREBEAUTY, INC., a Delaware corporation (the "Company"), and PURE SALONS, INC., a Delaware corporation ("Salons" and, together with the Company, "Sellers"), in favor of SKH ENTERPRISES II, INC., a Delaware corporation ("Purchaser"). All capitalized terms used herein and not otherwise defined shall have the meanings specified in the Asset Purchase Agreement (defined below).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of April 17, 2006 (as amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"), by and between Sellers and Purchaser (as successor-in-interest to Cameron Capital Corporation), in each instance free and clear of any and all Liens and Claims and of any other interest to the extent permitted by Section 363(f) of the Bankruptcy Code, any and all of the Seller's right, title and interest in and to, the following (collectively, the "Trademarks"):

1. All rights to the trademarks listed and described on Schedule 5.13(a)(i) to the Asset Purchase Agreement, as attached hereto as Exhibit A including all registrations and applications for registration related to such trademarks (including but not limited to intent to use applications); and
2. All accounts, contract or other rights, claims, credits, judgments, remedies, choses in action, rights under express or implied warranties from suppliers, causes of action, rights of recovery, interests in or claims, rebates, refunds or payments from or against vendors, rights of set-off, or rights to sue for past, present or future infringement against third parties and all income, royalties, damages and payments now or hereafter due or payable to the extent arising out of, relating to or in respect of the trademarks listed and described on Schedule 5.13(a)(i) to the Asset Purchase Agreement.

Each Seller hereby covenants and agrees, to the extent legally permissible and consistent with the provisions of the Asset Purchase Agreement, that it will execute and deliver such documents reasonably requested by Purchaser as may be necessary to evidence and effect the sale, assignment, transfer and conveyance of the Trademarks to Purchaser.

This Assignment is given pursuant to the terms and conditions of the Asset Purchase Agreement, and is intended to convey fully the rights and interests required thereby to be conveyed with respect to the Trademarks being assigned to Purchaser hereunder. THE TRADEMARKS THAT ARE BEING ASSIGNED, TRANSFERRED, AND CONVEYED TO BUYER HEREUNDER ARE BEING ASSIGNED, TRANSFERRED, AND CONVEYED SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLERS CONTAINED IN THE ASSET PURCHASE AGREEMENT WHICH SURVIVE CLOSING TO THE EXTENT SET FORTH IN, AND SUBJECT TO THE LIMITATIONS OF, THE ASSET PURCHASE AGREEMENT.

This Assignment may be executed simultaneously in two or more counterparts, and by different parties hereto in separate counterparts, each of which when executed will be deemed an original, but all of which when taken together will constitute one and the same instrument. Any signature delivered by facsimile or electronic mail shall be deemed to be an original signature hereto.

In the event of a conflict or ambiguity between the provisions of this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

[signature page to follow]

IN WITNESS WHEREOF, each Seller has caused this Assignment to be executed as of the day and year first written above.

Sellers:

PUREBEAUTY, INC.

By: 
Name: *Joseph Decker*
Title: *CFO*

PURE SALONS, INC.

By: 
Name: *Joseph Decker*
Title: *CFO*

SIGNATURE PAGE
TO
ASSIGNMENT OF INTELLECTUAL PROPERTIES

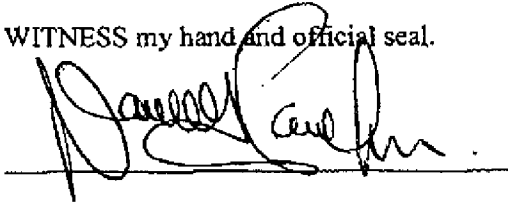
LA: 787657

Acknowledgment of signature on behalf of PureBeauty, Inc.:

State of California)
County of Los Angeles)

On 5/30, 2006, before me, Nancy Ghani Khah Afshar, Notary Public in and for said State and County, personally appeared, Joseph Edward Deckop, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

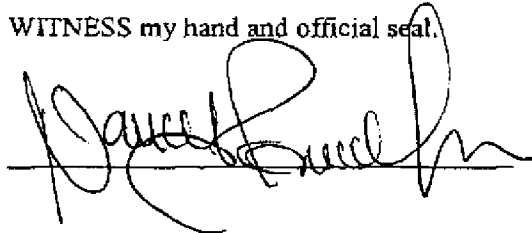


Acknowledgment of signature on behalf of Pure Salons Inc.:

State of California)
County of Los Angeles)

On May 30, 2006, before me, Nancy Ghani Khah Afshar, Notary Public in and for said State and County, personally appeared, Joseph Edward Deckop, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



SIGNATURE PAGE
TO
ASSIGNMENT OF INTELLECTUAL PROPERTIES

EXHIBIT A

Schedule 5.13(a)(i) of the Asset Purchase Agreement

Trademarks (U.S. unless otherwise indicated)

<u>Trademark</u>	<u>Registration # (Serial #)</u>	<u>Registration Date (Filing Date)</u>	<u>Owner</u>
LIPS DESIGN	1673448 (74/130102)	28-Jan-1992 (4-Jan-1991)	PureBeauty, Inc.
PLATFORM	(78/603321)	(6-Apr-2005)	PureBeauty, Inc.
PURE BEAUTY & DESIGN	2553294 (75/733577)	26-Mar-2002 (21-Jun-1999)	PureBeauty, Inc.
PURE BEAUTY SALON	(76/307593)	(31-Aug-2001)	PureBeauty, Inc.
PURE BEAUTY SALON	2671501 (76/307583)	7-Jan-2003 (31-Aug-2001)	PureBeauty, Inc.
PUREBEAUTY	2411881 (75/659895)	12-Dec-2000 (15-Mar-1999)	PureBeauty, Inc.
PUREBEAUTY HAIR-SKIN- BODY	(76/307594)	(31-Aug-2001)	PureBeauty, Inc.
PUREBEAUTY HAIR-SKIN- BODY & DESIGN	2668435 (76/307595)	31-Dec-2002 (31-Aug-2001)	PureBeauty, Inc.
PUREBEAUTY PLATFORM	(78/603327)	(6-Apr-2005)	PureBeauty, Inc.
PURESPA	(76/307590)	31-Aug-2001	PureBeauty, Inc.
PUREBEAUTY HAIR SKIN BODY ¹	55376 (CA048846)	26-Sep-2001 (26-Sep-2001)	
PUREBEAUTY HAIR SKIN BODY ¹	55375 (CA048845)	26-Sep-2001 (26-Sep-2001)	
PUREBEAUTY ²	(106586900)	(30-Jun-2000)	
PUREBEAUTY ³	2360501 (2360501)	31-Aug-2001 (31-Aug-2001)	

¹ This trademark was applied for and registered with the State of California.

² This trademark was applied for in Canada.

³ This trademark was applied for and registered in the European Community