

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
Soma Professional Salon Products, Inc.		05/31/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Soma Hair Technology, L.L.C.		
Street Address:	11122 "I" Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68137		
Entity Type:	LIMITED LIABILITY COMPANY: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78219683	SOMA	
CORRESPONDENCE DATA			
Fax Number:	(402)392-0734		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(402)392-2280		
Email:	mazour@thomtelaw.com		
Correspondent Name:	Denise C. Mazour		
Address Line 1:	2120 So. 72nd Street		
Address Line 2:	Suite 1111		
Address Line 4:	Omaha, NEBRASKA 68124		
ATTORNEY DOCKET NUMBER:	SOMA		
NAME OF SUBMITTER:	Denise C. Mazour		
Signature:	/Denise C. Mazour/		

CH \$40.00 78219683

Date:

07/14/2006

Total Attachments: 5

source=Soma TM Assignment Agreement#page1.tif

source=Soma TM Assignment Agreement#page2.tif

source=Soma TM Assignment Agreement#page3.tif

source=Soma TM Assignment Agreement#page4.tif

source=Soma TM Assignment Agreement#page5.tif

**SOMA TRADEMARK AND INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

THIS TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made effective as of the 31st day of May, 2006, by and between Soma Hair Technology, LLC, a Nebraska limited liability company having its principal place of business at 11122 "I" Street, Omaha, Nebraska, USA 68137 ("Assignee"), and Soma Professional Salon Products Inc., an Ontario, Canada corporation having its principal place of business at 4380 South Service Road, Unit 19, Burlington, Ontario, Canada L7L 5Y6 ("Assignor").

AGREEMENT

The Parties agree as follows:

1. **Conveyance to Assignee.** In exchange for the sum of US\$15,000, which has been paid to or for the benefit of Assignor by Assignee, the receipt and sufficiency of which are hereby acknowledged by Assignor, the Assignor hereby assigns, transfers, and conveys to Assignee the entire right, title and interest in and to the trademarks, trademark applications and trademark registrations listed in the attached Schedule A, including without limitation, all proceeds of infringement suits, the right to sue for past, present and future infringements (including palming off, passing off, dilution, and other violations of trademark rights), and all rights corresponding thereto throughout the world, including all common law rights in the marks containing the formative "SOMA" (collectively, the "SOMA Trademarks"), and the goodwill associated with the business and products related to the SOMA Trademarks. Assignor further assigns, transfers, and conveys, to the extent permitted under any license or other agreement, all license agreements with any other person entered into in connection with any of the Trademarks, and any and all agreements related to the SOMA Trademarks, including the Trademark Settlement Agreement between Assignor and Colimetra International, Inc. and the Consent, Release, and Undertaking agreement between Assignor and Colimetra International, Inc., and all agreements related thereto (collectively, the "Colimetra Agreements"). Assignor shall sign all documents necessary to effect the transfer of Assignee's rights in the foregoing upon request by Assignee. In addition, Assignor agrees to continue operations as a business for not less than two years from the execution of this Agreement, in order to maintain the assurances of the Colimetra Agreements for that period of time. Assignee understands that Assignor cannot guarantee any outcome with regard to relationships with Colimetra International, Inc., but Assignor hereby represents that all relevant information regarding the Colimetra Agreements has been presented in writing to Assignee.

In addition, Assignor hereby assigns, transfers, and conveys to Assignee all right, title and interest, as well as the rights to sue for past infringements, in and to all formulations ever created or developed to be used under the SOMA Trademarks (the "SOMA Products"), including the specific products listed in the attached Schedule B. Further, Assignor assigns, transfers, and conveys to Assignee the entire right, title and interest in and to: (i) all labels, logos, customer lists, processes, formulas, and methods developed by Assignor for SOMA Products; and (ii) all copyrights (whether or not registered) and copyright registration applications, designs, trade secrets, technology, know-how, ideas (patented or unpatented), inventions, data, licenses, covenants by others not to compete, email addresses, Internet domain names and web sites, and

any other intellectual property or proprietary information created by, licensed by and/or used by Assignor that is related to the SOMA Products (all of the items described in the immediately preceding sentence are hereinafter collectively referred to as the "SOMA Intellectual Property" or the "SOMA IP".) Assignor shall sign all documents necessary to effect the transfer of Assignee's rights in the SOMA Products and the SOMA IP upon request by Assignee.

2. **Covenants of Assignor.** Assignor covenants and warrants to Assignee that: (a) Assignor is the rightful owner of and has good and marketable title to all of the SOMA Trademarks, the SOMA Products and the SOMA IP, and Assignor is hereby assigning and transferring all such ownership and title to the SOMA Trademarks, the SOMA Products and the SOMA IP, free and clear of any and all liens, security interests, mortgages, adverse claims or other encumbrances whatsoever; and (b) Assignor has in no way encumbered, licensed, or otherwise entered into any agreement with a third party regarding the SOMA Trademarks or the SOMA IP during its time of possession and ownership thereof, other than the Colimetra Agreements. Assignor warrants that the SOMA Trademarks, SOMA Products, and SOMA IP do not infringe any intellectual property rights of any third party throughout the United States or Canada. Assignor warrants that it has no knowledge of any litigation surrounding the SOMA Trademarks, the SOMA Products, or the SOMA IP, or that have arisen during its possession of the foregoing, other than the Opposition to U.S. Trademark Application No. 78/219683 for the mark SOMA (and Design). Further, Assignor warrants that the trademarks, trademark applications and trademark registrations listed in Schedule A encompass all active or revivable trademark registrations or applications or other common law trademarks in its possession relating to the SOMA Trademarks, and that the products listed in Schedule B encompass all products ever sold or planned to be sold under the SOMA Trademarks. Should Assignor discover any other active or revivable registrations, applications, or enforceable trademarks in its possession, or any additional SOMA Products or SOMA IP, Assignor shall do everything requested by Assignee to convey such information to Assignee and perfect Assignee's rights therein, with Assignee providing for legal costs associated with the perfection. Finally, Assignor warrants that it will not use any trademarks that may be confusingly similar to the SOMA Trademarks, or to use the word "SOMA," the SOMA Products, or any of the SOMA IP for any good or service. Nothing herein shall preclude Assignor from selling or otherwise transferring, in whole or in part, its existing inventory bearing one or more of the SOMA Trademarks to other than the retail market.

3. **Confidentiality.** The parties hereby agree that the customer lists, processes, formulas, and methods developed by Assignor for SOMA Products, as well as all information regarding the SOMA IP or the SOMA Products which are generally unknown to the public, constitute confidential trade secrets, and Assignor will not disclose to others, convey, or use any such SOMA IP in any manner after execution of this Agreement. In the event of a breach or threatened breach of the provisions of this Section, Assignee shall be entitled to an injunction restraining such breach or threatened breach without having to prove actual damages or threatened irreparable harm and without the requirement to post bond therefor. Any such injunctive relief shall be in addition to all of the rights and remedies available at law and in equity.

4. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. **Descriptive Headings.** The descriptive headings of this Agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

6. **Governing Law.** The validity, interpretation and performance of this agreement and any dispute connected herewith shall be governed by and construed in accordance with the substantive laws of the State of Nebraska excluding any rule or principle which might refer a dispute to the substantive laws of another jurisdiction. All disputes arising under this agreement shall be brought and maintained in the federal and state courts situated in Nebraska, and the parties hereby consent to jurisdiction and venue therein.

7. **Miscellaneous.** This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. The provisions of this agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this agreement in any jurisdiction. The benefits and burdens of this agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

Soma Hair Technology, LLC

Soma Professional Salon Products Inc.

By Michael M. Grant

By _____

Title: President

Title: _____

Date: 5/18/06

Date: _____

4. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. **Descriptive Headings.** The descriptive headings of this Agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

6. **Governing Law.** The validity, interpretation and performance of this agreement and any dispute connected herewith shall be governed by and construed in accordance with the substantive laws of the State of Nebraska excluding any rule or principle which might refer a dispute to the substantive laws of another jurisdiction. All disputes arising under this agreement shall be brought and maintained in the federal and state courts situated in Nebraska, and the parties hereby consent to jurisdiction and venue therein.

7. **Miscellaneous.** This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. The provisions of this agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this agreement in any jurisdiction. The benefits and burdens of this agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

Soma Hair Technology, LLC

Soma Professional Salon Products Inc.

By _____

By  _____

Title: _____

Title: PRESIDENT

Date: _____

Date: MAY 31, 2006

Schedule A
SOMA TRADEMARKS

Owner	Reg. No.	Mark	Serial No.
Soma Professional Salon Products Inc.	TMA 614299	SOMA (and Design)	Canadian registration
Soma Professional Salon Products Inc.		SOMA (and Design)	(US) 78/219683

Schedule B
SOMA PRODUCTS

Owner	Product Description
Soma Professional Salon Products Inc.	
Soma Professional Salon Products Inc.	