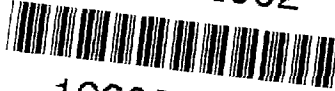


05-08-2002



102081261

To the Honorable Commissioner  
for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 4-29-02  
Wesley J. Ishida and Wendy A. Hardenbrook  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Wendy Innovations, LLC  
Internal Address: \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: April 12 and 16, 2002

Street Address: 59 King Street #1  
City: Peabody State: Massachusetts Zip: 01960-5316  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is:  
A. Patent Application No(s).  
09/888,161  
10/079,724

B. Patent No(s).  
  
FIM 05 09 37

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John A. Tang  
Internal Address: AKIN, GUMP, STRAUSS,  
HAUER & FELD, L.L.P.  
Street Address: 711 Louisiana Street  
Suite 1900 South  
City: Houston State: TX Zip: 77002

6. Total number of applications and patents involved: ..... 2  
7. Total fee (37 C.F.R. § 3.41) ..... \$ 80  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
16-2435  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.  
John A. Tang  
John A. Tang, Reg. No. 43,404 4-19-02  
Date

Total number of pages including cover sheet, attachments and document: 4

05/07/2002 DBYRNE 00000239 09000161  
01 FC:581 80.00 00

## ASSIGNMENT

WHEREAS, we, Wesley J. Ishida and Wendy A. Hardenbrook, are joint owners of HAIR WAVING APPARATUS applications for United States Letters Patent application Serial No. 09/888,161 filed June 22, 2001 and Serial No. 10/079,724, filed February 21, 2002; and

WHEREAS, WENDY INNOVATIONS, LLC, a limited liability company created and existing under and by virtue of the laws of the Commonwealth of Massachusetts, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by WENDY INNOVATIONS, LLC and for other good and valuable considerations, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over to WENDY INNOVATIONS, LLC, all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, reexaminations and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by WENDY INNOVATIONS, LLC for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted, reexamined or reissued, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, and reissues thereof, to WENDY INNOVATIONS, LLC, as assignee of our entire interest, and hereby covenant that we have the full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith.

And we further hereby covenant and agree that we will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to WENDY INNOVATIONS, LLC, its successors, assigns, or other legal representatives and that if WENDY INNOVATIONS, LLC, its successors, assigns or other legal representatives shall desire to file any divisional or continuation applications or to secure a reexamination or reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

And we do further covenant and agree that we will, at any time upon request, communicate to WENDY INNOVATIONS, LLC, its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 12 day of APRIL, 2002.

Wesley J. Ishida  
WESLEY J. ISHIDA

COMMONWEALTH OF MASSACHUSETTS §  
§  
COUNTY OF Essex §

BEFORE ME, the undersigned authority, on this day personally appeared WESLEY J. ISHIDA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 12 day of April, 2002.

[Signature]  
NOTARY PUBLIC IN AND FOR THE  
COMMONWEALTH OF MASSACHUSETTS  
Exp. 5/14/04

EXECUTED THIS 16 day of April, 2002.

WENDY A. HARDENBROOK

STATE OF OHIO  
COUNTY OF

§  
§  
§  
§  
*W. Hardenbrook*

BEFORE ME, the undersigned authority, on this day personally appeared WENDY A. HARDENBROOK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 16<sup>th</sup> day of April, 2002.

*Grace Newhouse*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF OHIO  
*my Commission expires*  
*July 24, 2002*