

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
E.O.H. Beauty Brands, Inc. (formerly known as E.O.H. Industries, Inc.)	06/17/2010
RECEIVING PARTY DATA	
Name:	Marianna Industries, Inc.
Street Address:	11222 I Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68137
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6485730
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ATTORNEY DOCKET NUMBER:	39375-19 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Total Attachments: 3 source=E.O.H.-Marianna Patent Assignment (Execution)#page1.tif source=E.O.H.-Marianna Patent Assignment (Execution)#page2.tif source=E.O.H.-Marianna Patent Assignment (Execution)#page3.tif	

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ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS (this "Assignment") is made and entered into as of June 17, 2010 ("Effective Date") by and between **E.O.H. Beauty Brands, Inc. (formerly known as E.O.H. Industries, Inc.)**, a Nebraska corporation, with an office at 11222 I Street, Omaha, Nebraska 68137 ("Assignor"), and **Marianna Industries, Inc.**, a Nebraska corporation, with an office at 11222 I Street, Omaha, Nebraska 68137 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all rights that Assignor has in United States Patent No. 6,485,730 as set forth on Schedule A attached hereto (the "Patent"). Assignee acknowledges that the Patent has lapsed due to non-payment of maintenance fees to the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Patent, for the United States and for all other countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

Assignor authorizes the Commissioner of Patents and Trademarks to record Assignee as owner of the Patent, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in, to and under the Patent (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed and will not execute any assignment, agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any applications covering the inventions assigned herein; (2) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Patents and this Assignment; (3) obtaining any additional patent protection relating to the rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any other country; and (iv) the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

E.O.H. BEAUTY BRANDS, INC.
(formerly known as E.O.H. Industries, Inc.)



Name: M. Michael Cosentino

Title: President

MARIANNA INDUSTRIES, INC.



Name: M. Michael Cosentino

Title: President

SCHEDULE A

U.S. PATENT

Patent No. 6485730 Single serving paraffin treatment system and method.

Note: Patent has lapsed due to non-payment of Patent Maintenance Fees. According to the USPTO office, window to pay such fees closes 11/26/2010.

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