

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Classy & Jazzy, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Florida) <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Estee Lauder Inc.</u> Internal Address: _____ Street Address: <u>767 Fifth Avenue</u> City: <u>N.Y.</u> State: <u>N.Y.</u> Zip: <u>10153</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>11/12/2003</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/525,580</p>	<p>B. Trademark Registration No.(s)</p>
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Lesley A. Moradian,</u> <u>Estee Lauder Inc.</u> Internal Address: _____ _____ _____ Street Address: <u>767 Fifth Avenue</u> _____ City: <u>N.Y.</u> State: <u>N.Y.</u> Zip: <u>10153</u></p>	<p>6. Total number of applications and registrations involved: <input type="text" value="1"/></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>05-1315</u></p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.

Jason M. Corrigan [Signature] 7/12/2004
Name or Person Signing Signature Date

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

Mall documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 061316 76626680

SETTLEMENT AGREEMENT AND ASSIGNMENT

AGREEMENT by and between Estee Lauder Inc., a Delaware Corporation having a place of business at 767 Fifth Avenue, New York, NY 10153 ("Estee Lauder"), on the one hand, and Classy & Jazzy, Inc., a Florida corporation having a place of business at 7875 N.W. 64 Street Miami, FL 33166 ("C&J").

WHEREAS, on July 27, 1998, C&J filed an application to register the trademark DAZZLING in the U.S. Patent and Trademark Office, Serial No. 75/525,580, for cosmetics, namely perfume, cologne and eau de toilette (the "Application"); and

WHEREAS, Estee Lauder filed an opposition to the Application captioned Estee Lauder Inc. v. Classy & Jazzy, Inc., Opposition No. 91153495 (the "Opposition"); and

WHEREAS, the parties wish to resolve this dispute amicably and without the need for further proceedings.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. C&J, its officers, directors, employees, agents, and affiliated companies will cease any and all use of the mark DAZZLING, or any other marks confusingly similar thereto, as, or as part of, any trademark or service mark in connection with the offering, provision, advertisement, promotion, manufacture, sale, or distribution of any product and/or service.

2. C&J will, simultaneously with execution of this Agreement, execute and deliver to Estee Lauder the assignment of all its right, title and interest in and to the DAZZLING mark, both statutory and at common law, together with the goodwill

symbolized by the mark, and any applications therefor to Estee Lauder in the form attached hereto as Exhibit A.

3. Upon execution of this Agreement, Estee Lauder will pay to C&J the sum of Eight Thousand Dollars (\$8,000) by check payable to "David S. Willig IOTA, as attorney for Classy & Jazzy, Inc."

4. Subject to C&J's compliance with all the terms and conditions of this agreement, Estee Lauder hereby releases C&J and its attorneys, agents, officers, directors, and affiliated companies, from any and all claims, demands, damages, losses, liabilities, rights or causes of action arising out of C&J's use and efforts to register the DAZZLING mark prior to the date of execution of this Agreement.

5. C&J hereby releases Estee Lauder and its attorneys, agents, officers, directors, and affiliated companies, from any and all claims, demands, damages, losses, liabilities, rights or causes of action arising out of Estee Lauder's use of the DAZZLING mark and/or commencement and prosecution of the Opposition

6. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any agreement or understanding, whether oral or written, that any party may claim was made with respect to the subject matter of the Agreement prior to the date of this Agreement. This Agreement may not be altered except by an instrument in writing signed by the parties against whom the modification is charged.

7. This Agreement shall inure to the benefit of the parties and their respective successors and assignees.

ESTEE LAUDER, INC.

By: *Lesley A. Moradian*
Name: *Lesley A. Moradian*
Title: *Assistant Secretary*

Date: *11/12*, 2003

CLASSY & JAZZY, INC.

By: *Paul Cohen*
Name: *PAUL COHEN*
Title: *PRESIDENT*

Date: *11/07*, 2003

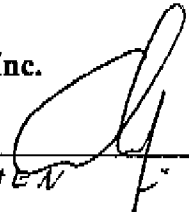
ASSIGNMENT

WHEREAS, Classy & Jazzy, Inc., a Florida corporation having a place of business at 7875 N.W. 64 Street Miami, FL 33166 ("Assignor") has filed an application to register the trademark DAZZLING in the U.S. Patent and Trademark Office, Serial No. 75/525,580, filed July 27, 1998 (the "Application"); and

WHEREAS, Estee Lauder Inc. ("Assignee") is desirous of acquiring said mark, and all applications and registrations thereof including without limitation the Application, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all of Assignor's right, title and interest, both statutory and at common law, in and to the trademark DAZZLING for cosmetics, perfumes, colognes and eau de toilette, together with the goodwill of the business symbolized by the mark, and all applications and registrations thereof, in the United States of America, its territories and possessions, and all other countries of the world, including without limitation, the Application, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Classy & Jazzy, Inc.

By: 
Name: PAUL COHEN
Title: PRESIDENT.

Date: 6/07, 2003