

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
Philosophy Color		08/31/2009	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	philosophy, inc.		
Street Address:	3809 East Watkins Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85034		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77365381	PHIL·O·SO·PHY COLOR	
CORRESPONDENCE DATA			
Fax Number:	(480)683-0309		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(480) 683-0286		
Email:	tdeutsch@ephilosophy.com		
Correspondent Name:	Mark A. Carlino		
Address Line 1:	28150 N Alma School Pkwy		
Address Line 2:	Suite 103/PMB 617		
Address Line 4:	Scottsdale, ARIZONA 85262		
ATTORNEY DOCKET NUMBER:	1-2896		
NAME OF SUBMITTER:	Mark A. Carlino		
Signature:	/MARK A. CARLINO/		

OP \$40.00 77365381

900144170

**TRADEMARK
 REEL: 004070 FRAME: 0159**

Date:

09/29/2009

Total Attachments: 5

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APPENDIX B

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of August 31, 2009 by between Philosophy Color, LLC having a principal place of business located at 16715 41st Ave. S.E. Bothell, Washington 98012 ("Assignor") and philosophy, inc., having a principal place of business located at 3809 East Watkins Street, Phoenix, Arizona 85034 ("Assignee").

RECITALS

WHEREAS, pursuant to the Settlement Agreement ("Settlement Agreement"), Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Philosophy Color Mark (as defined in the Settlement Agreement) that is owned by Assignor, listed on Exhibit A attached hereto and incorporated herein, together with the goodwill of the business pertaining thereto (the "Trademark").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, the Assignor hereby agree as follows:

1. Grant. Effective as of August 31, 2009, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademark, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Settlement Agreement.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademark and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue Trademark, or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

PHILOSOPHY COLOR, LLC

By: *Gunny Luthertford*

Name: *Gunny Luthertford*

Title: *President*

Date: *9/3/09*

ASSIGNEE:

PHILOSOPHY, INC.

By: *Kenneth T. Stevens*

Name: *Kenneth T. Stevens*

Title: *CEO*

Date: *9/11/2009*

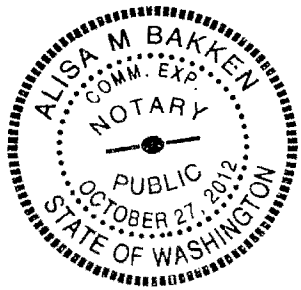
Acknowledgement by Notary Public

State of Washington

County of Snohomish

On this 3rd day of September, 2009, before me, the undersigned Notary Public, personally appeared Virginia A Lusterford, 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 executed the same.

Seal:



Signature: Alisa M Bakken

Name: Alisa M Bakken, Notary Public

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Trademark Assignment was acknowledged before me this 11TH day of September, 2009, by Kenneth T. Stevens, CEO of philosophy, inc., on behalf of the corporation.

Cheryl S. Bang
Notary Public
Cheryl S. Bang

My commission expires:
9/20/2010

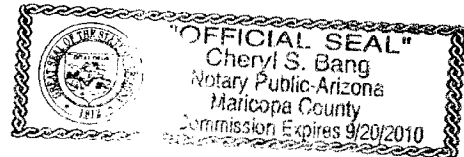


EXHIBIT A

SERIAL NUMBER	FILING DATE	TRADEMARK	CLASS	GOODS & SERVICES
77/365,381	January 7, 2008	PHILOSOPHY COLOR	2	Paints