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To the Honorable Commissioner of Patents and Trademarks original documents or copy thereof.

1. Name of conveying party(ies):

Joseph Goldschmidt Cosmetics, Inc.

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

(see attached letter for explanation)
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: American Home Products Corporation

Internal Address:

Street Address: Five Giralda Farms

City: Madison State: NJ ZIP: 07940

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

(see enclosed letter for explanation)

Execution Date: March 1, 2000; March 31, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2045810 - FABULOUS FACESTIX

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ron Adams

Internal Address: Bldg. 2B1

Street Address: American Home Products Corp.

One Campus Drive

City: Parsippany State: NJ ZIP: 07054

06/02/2000 DNGUYEN 00000265 011425 2045810

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00 or the appropriate filing fees

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

American Home Products Corporation
01-1425

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 CH

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.

Stanley J. Silverberg - Trademark Counsel

Name of Person Signing

Stanley J. Silverberg
Signature

May 16, 2000

Date

Total number of pages including cover sheet, attachments, and document: 10

TRADEMARK ASSIGNMENT

WHEREAS, Joseph Goldschmidt Cosmetics, Inc. DBA Goldschmidt Cosmetics (hereinafter referred to as "ASSIGNOR"), adopted and has used the trademark **FABULOUS FACESTIX** in connection with *facial cosmetic products non-medicated skin care preparations, namely, skin conditioners, moisturizers, emollients, non-medicated lip balms, and eye creams, all manufactured as molded sticks and packaged in swivel-up cases* at least as early as 1996 and such use continues to date.

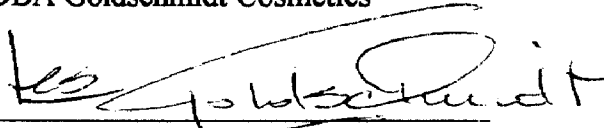
WHEREAS, ASSIGNOR wishes to assign all its rights, title and interest in and to said trademark to James Moy (hereinafter referred to as ("ASSIGNEE")) and ASSIGNEE wishes to accept such assignment of said trademark.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE, all its rights, title and interest in and to said trademark, along with the goodwill of the business associated therewith as well United States Patent & Trademark Office registration number 2045810 granted March 18, 1997, along with the right to sue and recover for damages and profits for past infringements thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

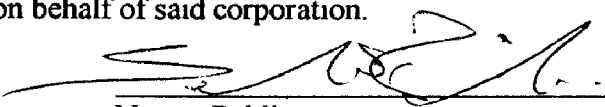
ASSIGNOR further covenants that ASSIGNEE will, upon its request, execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to maintain and enforce said trademark and/or which may be necessary or desirable to carry out the purposes hereof.

Joseph Goldschmidt Cosmetics, Inc.
DBA Goldschmidt Cosmetics


Name: LES GOLDSCHMIDT
Title: PRES.

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On this 30th day of March, 2000, before me appeared LES GOLDSCHMIDT to me known and known to me to be president of Joseph Goldschmidt Cosmetics, Inc. DBA Goldschmidt Cosmetics, the corporation named within, who executed the foregoing instrument, and who acknowledged to me that he executed the same by authority of and on behalf of said corporation.


Notary Public

SABINO BIONDI
Notary Public, State of New York
No. 01B15062099
Qualified in Queens County
Commission Expires 6/24/20 00

AGREEMENT

AGREEMENT, made as of the 31st day of March, 2000, by American Home Products Corporation ("BUYER"), a corporation organized and existing under the laws of the State of Delaware, located and doing business at Five Giralda Farms, Madison, New Jersey 07940, and James Moy ("SELLER"), an individual with offices at 135-07 63rd Avenue, Flushing, NY 11367.

WITNESSETH:

WHEREAS SELLER is sole owner of the entire right, title and interest in and to the trademark **FABULOUS FACESTIX** in respect of *facial cosmetic products non-medicated skin care preparations, namely, skin conditioners, moisturizers, emollients, non-medicated lip balms, and eye creams, all manufactured as molded sticks and packaged in swivel-up cases.*

WHEREAS, SELLER desires to sell, and BUYER desires to acquire from SELLER all the SELLER's right, title and interest in and to the trademark **FABULOUS FACESTIX** together with the goodwill of the business in connection with which the trademark is used and which is symbolized by the trademark, along with the right to recover for damages and past infringements thereof.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. SELLER warrants and represents that it is the sole owner of the entire right, title and interest in and to the trademark **FABULOUS FACESTIX** as well as in respect of the United States Patent & Trademark Office registration number 2045810 granted March 18, 1997 therefor, and that SELLER has used the trademark **FABULOUS FACESTIX** since at least as early as 1996 and has continuously used same to date in respect of *facial cosmetic products non-medicated skin care preparations, namely, skin conditioners, moisturizers, emollients, non-medicated lip balms, and eye creams, all manufactured as molded sticks and packaged in swivel-up cases.*

2. SELLER warrants and represents that no third party claims of any kind have been made alleging that the trademark **FABULOUS FACESTIX** infringes upon existing trademark or other rights of any third party. SELLER further warrants and represents that it has not licensed, authorized or permitted use of its **FABULOUS FACESTIX** trademark by others in respect of any of the products recited in clause 1 hereof or otherwise.

3. SELLER warrants and represents that other than the use and registration of **FABULOUS FACESTIX** as described herein, no application to register said **FABULOUS FACESTIX** trademark or any variant thereof has been or will be filed by SELLER nor will any use thereof be made after execution of this agreement other than as expressly provided for herein.

4. SELLER hereby sells, transfers, and assigns to BUYER, its successors and assigns, Seller's entire right, title and interest in and to the trademark **FABULOUS FACESTIX**, together with all of the goodwill of the business in connection with which the trademark **FABULOUS FACESTIX**, is used and which is symbolized by said trademark, and its United States Patent & Trademark Office registration number 2045810 granted March 18, 1997, along with the right to recover for damages and profits for past infringements thereof. SELLER, to the best of its knowledge and belief, has only used the mark **FABULOUS FACESTIX** in the United States of America, but hereby also sells, transfers and assigns to BUYER, its successors and assigns, any right, title and interest in and to the trademark **FABULOUS FACESTIX** it may have outside the United States, together with any and all of the business outside the United States in connection with which the trademark **FABULOUS FACESTIX** may have been used, and which is symbolized by said trademark, along with the right to recover for damages and profits for past infringements thereof.

5. SELLER, concurrently with the execution hereof, agrees to also execute the attached TRADEMARK ASSIGNMENT document which is hereby made a part hereof.

6. BUYER hereby agrees, upon execution hereof and of the attached TRADEMARK ASSIGNMENT document by BUYER, to pay SELLER the sum of One Dollar. SELLER shall have up to sixty days from the date hereof to dispose of existing inventory and totally phase-out all use of **FABULOUS FACESTIX**. Notwithstanding the foregoing, any advertisements or listings of the mark **FABULOUS FACESTIX** in trade directories, already committed or used by seller shall be changed or eliminated as the time for reprinting of each trade directory occurs, with respect to the use of the mark **FABULOUS FACESTIX**.

7. SELLER concurrently with the execution of this agreement and the Trademark assignment agrees to totally and permanently discontinue any and all use of **FABULOUS FACESTIX** after such sixty days period, except as noted in paragraph 6 above, as aforesaid and hereby further agrees to thereafter not use the term **FABULOUS FACESTIX** or anything confusingly similar thereto.

8. SELLER agrees to cooperate with and assist BUYER, and to execute any necessary documents (a) to effectuate confirm, and/or substantiate this transaction and any recitals made herein by SELLER, (b) in connection with any trademark application or applications BUYER may file in connection herewith, and (c) with respect to any possible claims of trademark infringement or unfair competition against third parties which BUYER may wish to bring relating to the **FABULOUS FACESTIX** trademark which is the subject of this agreement.

9. Each party warrants and represents that it has the right and authority to enter into this agreement without restriction.

10. This agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and shall bind and inure to the benefit of the parties and their respective successors, heirs, assigns, licensees, subsidiaries and affiliates.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the above written date.

James Moy

American Home Products Corporation

By: 

By: 

Title: Vice President

Name: James Moy

Name: Egon E. Berg

TRADEMARK ASSIGNMENT

WHEREAS, James Moy (hereinafter referred to as "ASSIGNOR"), has the trademark **FABULOUS FACESTIX** in connection with *facial cosmetic products non-medicated skin care preparations, namely, skin conditioners, moisturizers, emollients, non-medicated lip balms, and eye creams, all manufactured as molded sticks and packaged in swivel-up cases* at least as early as 1996 and such use continues to date.

WHEREAS, ASSIGNOR wishes to assign all its rights, title and interest in and to said trademark to American Home Products (hereinafter referred to as ("ASSIGNEE") and ASSIGNEE wishes to accept such assignment of said trademark.

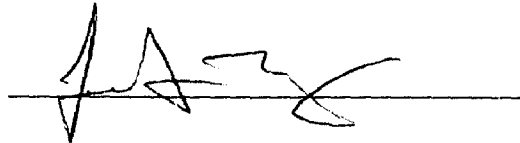
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE, all its rights, title and interest in and to said trademark, along with the goodwill of the business associated therewith as well United States Patent & Trademark Office registration number 2045810 granted March 18, 1997, along with the right to sue and recover for damages and profits for past infringements thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to maintain and enforce said trademark and/or which may be necessary or desirable to carry out the purposes hereof.

James Moy

Date: March 31, 2000

A handwritten signature in black ink, appearing to be 'James Moy', written over a horizontal line.

AGREEMENT

AGREEMENT, made as of the 1st day of March, 2000, by James Moy ("BUYER"), an individual with offices at 135-07 63rd Avenue, Flushing, NY 11367, and Joseph Goldschmidt Cosmetics, Inc. DBA Goldschmidt Cosmetics ("SELLER"), a New York corporation with offices at 72 Bridge Road, Islandia, NY 11722

WITNESSETH:

WHEREAS SELLER is sole owner of the entire right, title and interest in and to the trademark **FABULOUS FACESTIX** in respect of *facial cosmetic products non-medicated skin care preparations, namely, skin conditioners, moisturizers, emollients, non-medicated lip balms, and eye creams, all manufactured as molded sticks and packaged in swivel-up cases.*

WHEREAS, SELLER desires to sell, and BUYER desires to acquire from SELLER all the SELLER's right, title and interest in and to the trademark **FABULOUS FACESTIX** together with the goodwill of the business in connection with which the trademark is used and which is symbolized by the trademark, along with the right to recover for damages and past infringements thereof.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. SELLER warrants and represents that it is the sole owner of the entire right, title and interest in and to the trademark **FABULOUS FACESTIX** as well as in respect of the United States Patent & Trademark Office registration number 2045810 granted March 18, 1997 therefor, and that SELLER has used the trademark **FABULOUS FACESTIX** since at least as early as 1996 and has continuously used same to date in respect of *facial cosmetic products non-medicated skin care preparations, namely, skin conditioners, moisturizers, emollients, non-medicated lip balms, and eye creams, all manufactured as molded sticks and packaged in swivel-up cases.*

2. SELLER warrants and represents that no third party claims of any kind have been made alleging that the trademark **FABULOUS FACESTIX** infringes upon existing trademark or other rights of any third party. SELLER further warrants and represents that it has not licensed, authorized or permitted use of its **FABULOUS FACESTIX** trademark by others in respect of any of the products recited in clause 1 hereof or otherwise.

3. SELLER warrants and represents that other than the use and registration of **FABULOUS FACESTIX** as described herein, no application to register said **FABULOUS FACESTIX** trademark or any variant thereof has been or will be filed by SELLER nor will any use thereof be made after execution of this agreement other than as expressly provided for herein.

4. SELLER hereby sells, transfers, and assigns to BUYER, its successors and assigns, Seller's entire right, title and interest in and to the trademark **FABULOUS FACESTIX**, together with all of the goodwill of the business in connection with which the trademark **FABULOUS FACESTIX**, is used and which is symbolized by said trademark, and its United States Patent & Trademark Office registration number 2045810 granted March 18, 1997, along with the right to recover for damages and profits for past infringements thereof. SELLER, to the best of its knowledge and belief, has only used the mark **FABULOUS FACESTIX** in the United States of America, but hereby also sells, transfers and assigns to BUYER, its successors and assigns, any right, title and interest in and to the trademark **FABULOUS FACESTIX** it may have outside the United States, together with any and all of the business outside the United States in connection with which the trademark **FABULOUS FACESTIX** may have been used, and which is symbolized by said trademark, along with the right to recover for damages and profits for past infringements thereof.

5. SELLER, concurrently with the execution hereof, agrees to also execute the attached TRADEMARK ASSIGNMENT document which is hereby made a part hereof.

6. BUYER hereby agrees, upon execution hereof and of the attached TRADEMARK ASSIGNMENT document by BUYER, to pay SELLER the sum of Fourteen Thousand and Five Hundred Dollars by Bank Cashiers Check or the equivalent in full payment therefor. SELLER shall have up to sixty days from the date hereof to dispose of existing inventory and totally phase-out all use of **FABULOUS FACESTIX**. Notwithstanding the foregoing, any advertisements or listings of the mark **FABULOUS FACESTIX** in trade directories, already committed or used by seller shall be changed or eliminated as the time for reprinting of each trade directory occurs, with respect to the use of the mark **FABULOUS FACESTIX**.

7. SELLER concurrently with the execution of this agreement and the Trademark assignment agrees to totally and permanently discontinue any and all use of **FABULOUS FACESTIX** after such sixty days period, except as noted in paragraph 6 above, as aforesaid and hereby further agrees to thereafter not use the term **FABULOUS FACESTIX** or anything confusingly similar thereto. SELLER shall send a letter to BUYER, Attention: James Moy, within thirty days (30) of the date of discontinuance by SELLER of any and all use of **FABULOUS FACESTIX** confirming as to such discontinuance.

8. SELLER agrees to cooperate with and assist BUYER, and to execute any necessary documents (a) to effectuate confirm, and/or substantiate this transaction and any recitals made herein by SELLER, (b) in connection with any trademark application or applications BUYER may file in connection herewith, and (c) with respect to any possible claims of trademark infringement or unfair competition against third parties which BUYER may wish to bring relating to the **FABULOUS FACESTIX** trademark which is the subject of this agreement.

9. Each party warrants and represents that it has the right and authority to enter into this agreement without restriction.

10. This agreement constitutes the entire agreement between the parties hereto relating to

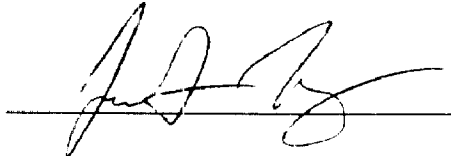
the subject matter hereof and shall bind and inure to the benefit of the parties and their respective successors, heirs, assigns, licensees, subsidiaries and affiliates.

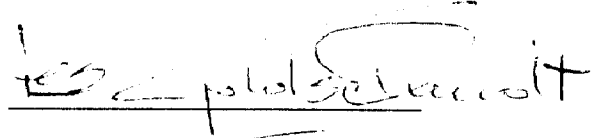
11. This agreement is prepared in duplicate original. Signature on one original shall constitute and be of the same effect as signature on both originals.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the above written date.

James Moy

Joseph Goldschmidt Cosmetics, Inc.
DBA Goldschmidt Cosmetics

By: 

By: 

Name: James Moy

Name: LES GOLDSCHMIDT

Title: Pres.