

7.2.01

07-19-2001

Attorney Docket No.

Form PTO-1594  
(Rev. 03-01)  
OMB No. 0651-0027 (exp 5/31/2002)

Re



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

101781923

Tab settings

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

1. Name of conveying party(ies):  
  
HAYASHI FOR HAIR, INC.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: California  
 Other \_\_\_\_\_

Additional name(s) of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: HAY-TEC ACQUISITION CORP.  
Internal Address: \_\_\_\_\_  
Street Address: 8220 Remmet Avenue  
City: Canoga Park State: California ZIP: 91304

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State: Colorado  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 13, 1998

4. Application Number(s) or Registration Number(s).  
A. Trademark Application No(s):

B. Trademark Registration No(s): 1,418,775; 2,039,667; 2,083,559

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: Marc M. Gorelnik, Esq.  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
(415) 576-0200

6. Total number of applications and registrations involved ..... 3

7. Total fee (37 CFR 3.41): ..... \$90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 20-1430

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

07/18/2001 LNUELLER 00000242 201430 1418775  
01 FC:481 40.00 CH  
02 FC:482 50.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.*

Marc M. Gorelnik                              Marc Gorelnik                              June 28, 2001  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments and document: 9-

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

TRADEMARK  
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JUN-11-2001 08:38 FROM  
06/01/2001 12:47 303-740-799

TO  
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PAGE 09/47

**EXECUTION COPY**

**AMENDED AND RESTATED  
ASSET PURCHASE AGREEMENT**

**By and Among**

**PRO-STYLE ACQUISITION CO.,  
HAY-TEC ACQUISITION CORP.,  
HAY-TEC INTERNATIONAL, INC.,  
HAYASHI FOR HAIR, INC.,**

**TECNICA,**

**SHARON HAYASHI**

**and**

**JOHN FASAN**

**Dated as of August 3, 1998**

JCHKE-16921-4

**TRADEMARK  
REEL: 002330 FRAME: 0836**

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## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants, agreements, terms and conditions set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE I SALE AND PURCHASE OF SELLER'S ASSETS

**1.1 Purchased Assets.** On the terms and subject to the conditions contained herein, Purchaser shall acquire from Seller at the Closing (as defined in Section 1.6 below) all of Seller's right, title and interest in and to all assets, except for the Excluded Assets (as defined in Section 1.2 below), used by Seller in the Business (the "Purchased Assets"), and the Purchased Assets shall be conveyed free and clear of all liens, claims, encumbrances or rights of others, except for the Permitted Encumbrances (as defined in Section 1.3 below). Without limiting the generality of the foregoing, the Purchased Assets shall include the following:

- (a) **Cash.** All Cash or cash equivalents.
- (b) **Receivables.** All accounts receivable, notes receivable and similar receivables.
- (c) **Inventories.** All inventory items held by Seller, whether or not reflected on Seller's unaudited consolidated balance sheet as of the end of the month immediately preceding the Closing Date (the "Ending Balance Sheet"), plus any inventory items acquired by Seller in the ordinary course of business after the date of the Ending Balance Sheet but prior to Closing and minus any inventory items sold by Seller in the ordinary course of business after the date of the Ending Balance Sheet but prior to Closing. Inventory items shall include, without limitation, finished goods, work in progress, raw materials and supplies, but shall not include inventory items that are not salable, are obsolete or are damaged.
- (d) **Tangible Personal Property.** All tangible personal property, such as equipment, machinery, tools, supplies, furniture, fixtures, leasehold improvements, non-inventoried stores and supplies, trucks, vans, automobiles, forklifts, and other vehicles, computers and peripherals and all maintenance and other operating supplies (whether inventoried or not) and other miscellaneous tangible personal property of Seller used in the Business, whether or not located at Seller's principal place of business at the Closing Date (as defined in Section 1.6 below) and whether or not reflected on the Ending Balance Sheet, a list of which is set forth in Schedule 2.8 (collectively, the "FF&E").
- (e) **Real Property.** All real property and interests in real property, such as options, leases and other rights therein, and all plant, warehouse, office facilities, buildings,

easements, rights of way and appurtenances thereon and thereto and other improvements and fixtures attached to such real property owned by Seller (collectively, the "Real Property"). All Real Property is identified as owned or leased and described on Schedule 2.8 attached hereto.

(f) Contracts and Other Agreements Relating to the Business. All rights of Seller under all contracts (written or oral), licenses, leases (real and personal property), and other agreements or arrangements of Seller.

(g) Books, Records, Lists and Other Data. All files, books, records, invoices, accounts, surveys, customer lists and records, supplier lists, catalogs, price lists, marketing and advertising information, purchasing histories, profiles and materials, technical bulletins, books and records of account and other financial, customer and credit data, and all computer programs, software, source code, hardware, firmware, tapes and other materials used to store, record or produce such data, owned, leased or licensed by Seller and used in or useful to the Business.

(h) Licenses, Permits. All applicable governmental licenses, permits, approvals and authorizations that relate to the operation of the Business (to the extent transferable).

(i) Prepayments. All security, utility or similar deposits or prepaid expenses of Seller.

(j) Proprietary Rights. All technology, mechanical processes, computer software, source code, data and documentation (including electronic media), trade secrets (technical and non-technical), product formulations, research and development, know-how, customer lists and other confidential business information and proprietary rights, including, without limitation, inventions, patents, patent disclosures, copyrights, trademarks, service marks, trade dress, trade names, corporate names and licenses or other agreements to or with third parties regarding the foregoing, which are used in or useful to the Business (including applications and registrations and the goodwill associated with any such patent, copyright, trademark or trade name).

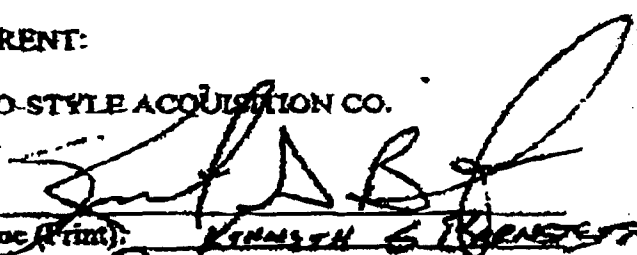
(k) General Intangibles. All general intangibles used by or useful to the Business including, without limitation, all goodwill as a going concern and any and all causes of action or claims of Seller against any third party that arose or will arise in connection with the Business prior to the Closing Date.

(l) Other Assets. All other assets of Seller used in the conduct of the Business and existing on the Closing Date, whether or not reflected in the Ending Balance Sheet or on the books or records of Seller or the Business.

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement on this \_\_\_ day of October, 1998 to be effective as of August 19, 1998.

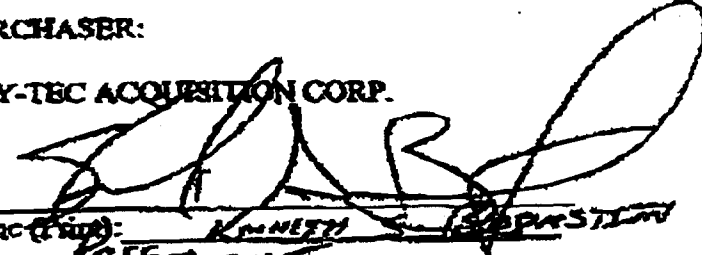
PARENT:

PRO-STYLE ACQUISITION CO.

By:   
Name (Print): KENNETH S. BERNSTEIN  
Title: PRESIDENT

PURCHASER:

HAY-TEC ACQUISITION CORP.

By:   
Name (Print): KENNETH S. BERNSTEIN  
Title: PRESIDENT

SELLER:

HAY-TEC INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HAYASHI FOR HAIR, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TECNICA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement on this \_\_\_ day of October, 1998 to be effective as of August 13, 1998.

PARENT:

PRO-STYLE ACQUISITION CO.

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_

PURCHASER:

HAY-TEC ACQUISITION CORP.

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

HAY-TEC INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_ JOHN FASAN  
Title: \_\_\_\_\_ President

HAYASHI FOR HAIR, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_ JOHN FASAN  
Title: \_\_\_\_\_ CEO / V.P.

TECNICA

By: \_\_\_\_\_  
Name: \_\_\_\_\_ JOHN FASAN  
Title: \_\_\_\_\_ PRES.

SHAREHOLDERS:

*Sharon Hayashi*  
\_\_\_\_\_  
Sharon Hayashi

*[Signature]*  
\_\_\_\_\_  
John Pagan

SCPK-20711-4



SEP-02-01 14:15 FROM HAYASHI TRADING INT'L INC

T-100 P 02/04 F-131

**LIST OF ALL HAYASHI TRADEMARKS:**

**UNITED STATES:** Hayashi - Design & Logo (California)  
System 911 - Design & Logo  
System Hiroki - Design & Logo

**ARGENTINA:** Hayashi (New Logo) - Class 3

**AUSTRALIA:** Hayashi & Design - Class 3

**BENELUX:** Hayashi (New Logo) - Class 3

**BRAZIL:** Hayashi & Design - Class 3

**BRITISH:** Hayashi & Design - Class 3

**CANADA:** Hayashi & Design  
System 911 & Design  
Frees-II

**COLUMBIA:** Hayashi (New Logo) - Class 3

**GERMANY:** Hayashi (New Logo) - Class 3

**GREAT BRITAIN:** Hayashi & Design - Class 3 (United Kingdom)

**ITALY:** Hayashi & Design - Class 3

**MEXICO:** Hayashi & Design - Class 3

**PANAMA:** Hayashi - Class 3

**PERU:** Hayashi - Class 3

**SWITZERLAND:** Hayashi (New Logo) - Class 3

**TURKEY:** Hayashi (New Logo) - Class 3

**VENEZUELA:** Hayashi - Class 3

SCH 0273