

03-13-2002



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

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

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

1. Name of conveying party(ies): Avalon Natural Cosmetics, Inc. 2-21-02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State California
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Avalon Natural Products, Inc.
Internal Address: Suite 200
Street Address: 1105 Industrial Avenue
City: Petaluma State: CA Zip: 94952
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State California
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 Merger
Security Agreement [X] Change of Name
Other
Execution Date: February 1, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,970,218
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gregory N. Owen, Esq.
Internal Address: Suite 1910
Owen, Wickersham & Erickson, P.C.
Street Address: 455 Market Street
City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.
Gregory N. Owen February 6, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 1

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

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TRADEMARK REEL: 002459 FRAME: 0827

TRADEMARK ASSIGNMENT AGREEMENT

MARKS: As per Schedule 1

REGISTRATION AND SERIAL NUMBERS: As per Schedule 1

OWNER/ASSIGNOR: AUTUMN-HARP, INC., a Vermont corporation

ASSIGNEE: AVALON NATURAL COSMETICS, INCORPORATED, a California corporation

WHEREAS, Autumn-Harp, Inc., a Vermont corporation with its address at 61 Pine Street, Bristol, Vermont ("Assignor"), has adopted, used, is using or had a *bona fide* intent to use the marks listed in Schedule 1 attached and made a part of this Agreement; and

WHEREAS, Avalon Natural Cosmetics, Incorporated, a California corporation ("Assignee"), with its address at 1129 Industrial Avenue, Suite 200, Petaluma, California, desires to acquire the marks and all right, title and interest in the marks, including domestic and foreign trademark registrations and applications for trademark registration;

WHEREAS, Assignor has sold to Assignee the portion of its business to which the marks pertain;

NOW THEREFORE

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Autumn-Harp, Inc., Vermont corporation, does hereby assign and transfer to Avalon Natural Cosmetics, Incorporated, a California corporation, all of its right, title and interest in and to the marks listed on Schedule 1 attached and made a part of this Agreement, together with the goodwill symbolized by the marks, including any and all right, title and interest in the marks, whether registered or unregistered, throughout the world, and the registrations and applications for registration listed on such Schedule 1.

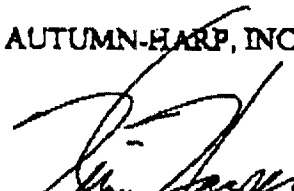
Assignor recognizes and agrees that henceforth Assignee shall be the exclusive owner of the marks and the goodwill represented thereby, and Assignor shall refrain from adoption or use in connection with the goods identified in the registrations or applications of any identical marks or marks confusingly similar thereto.

Assignor warrants and represents that it is the owner of the marks, that the marks have been in use or Assignor had a bona fide intent to use such marks as described in such registrations and applications for registration, that Assignor is authorized to make this assignment and transfer, that there has been no abandonment of the marks, registrations or applications except as indicated on Schedule 1, and that Assignor has granted no right or license in the marks inconsistent with this Agreement.

DATED:
January 29, 1999

AUTUMN-HARP, INC.

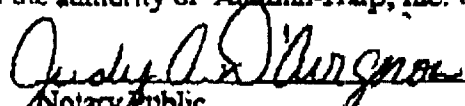
By:


Kevin Harper, President

VERIFICATION

State of Vermont)
County of Addison) ss.

On this 29th day of January, 1999, appeared before me Kevin Harper, the person who executed this instrument as President of Autumn-Harp, Inc. (Assignor), who acknowledged this instrument as his free act and deed in such capacity with the authority of Autumn-Harp, Inc. to do so.


Notary Public
My commission expires: 2/10/99

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Registrations

| <u>Name</u> | <u>Registration#</u> | <u>Status</u> |
|----------------------------|-------------------------------------|---------------|
| Un-petroleum Jelly | | |
| U.S.A. | 1,597,079 | Registered |
| Canada | 458,205 | Registered |
| U.K. | 1,447,831 | Registered |
| Un-petroleum | | |
| U.S.A. | 1,817,217 | Registered |
| Canada | 480,486 | Registered |
| Benelux | 556,966 | Registered |
| France | 94,517,095 | Registered |
| U.K. | 2,019,430 | Registered |
| Israel | 92,177 | Registered |
| Un-petroleum Lip Jelly | | |
| U.S.A. | 1,870,963 | Registered |
| Benelux | 552,945 | Registered |
| Canada | 497,606 | Registered |
| France | 94,525,081 | Registered |
| U.K. | 2,035,690 | Registered |
| Un-petroleum Stylized Logo | | |
| U.S.A. | 1,9 ⁷ 80 ,218 | Registered |
| Smart Mouth | | |
| U.S.A. | 2,062,320 | Registered |
| Canada | | Filed |
| E.C. | | Pending |
| Plant Powered Lip Care | | |
| U.S.A. | | Pending |
| Australia | | Pending |
| Canada | | Pending |
| Terra Tints | | Pending |

| <u>Name</u> | <u>Registration#</u> | <u>Status</u> |
|--------------------|----------------------|---------------|
| Lip Spice | | |
| U.S.A. | 1,889,144 | Registered |
| Benelux | 554,291 | Registered |
| Canada | 467,406 | Registered |
| France | 94,523,147 | Registered |
| U.K. | 1,557,010 | Registered |
| Un-chap | | |
| U.S.A. | 1,801,338 | Registered |
| Honey Pot | | |
| U.S.A. | 1,841,131 | Registered |
| Benelux | 552,683 | Registered |
| France | 94,525,080 | Registered |
| Hot Spots | | |
| U.S.A. | 1,930,255 | Registered |
| Hot Spots for Tots | | |
| U.S.A. | 1,950,977 | Registered |