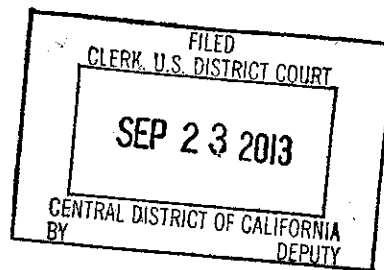


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10 Attorneys for Plaintiff,  
11 NINA PARKINSON



12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 NINA PARKINSON, an individual,

15 CASE NO. **CV 13-07029** *R*  
*(Ash)*

16 Plaintiff,

17 **COMPLAINT FOR FEDERAL**  
18 **TRADEMARK INFRINGEMENT**  
19 **AND UNFAIR COMPETITION; JURY**  
20 **TRIAL DEMANDED**

21 v.

22 ROBANDA INTERNATIONAL,  
23 INC., a California corporation; and  
24 DOES 1-20, inclusive,

25 Defendants.

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1 Plaintiff Nina Parkinson (“Parkinson”) hereby complains against Robanda  
2 International, Inc. (“Robanda”) as follows:

3  
4 **I. NATURE OF THE ACTION**

5 1. This is an action for trademark infringement and counterfeiting arising  
6 under the Lanham Act, 15 U.S.C. § 1051, et seq., and under the Anti-Counterfeiting  
7 Consumer Protection Act of 1996, 15 U.S.C. § 1116(d) arising from Robanda’s  
8 willful infringement and counterfeiting of a trademark owned by Parkinson.  
9 Robanda’s conduct has produced and, unless enjoined by this Court, will continue  
10 to produce a likelihood of consumer confusion and deception, to the irreparable  
11 injury of Parkinson. As a result of Robanda’s actions, Parkinson is suffering a loss  
12 of the enormous goodwill in the trademark and is losing profits from the lost of  
13 licensing of the trademark. This action seeks permanent injunctive relief and  
14 damages for Robanda’s infringement of Parkinson’s intellectual property rights.  
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19 **II. PARTIES**

20 2. Parkinson is an individual with a place of residence at 9014 Ashcroft  
21 Avenue, Hollywood, California 90048.

22 3. Upon information and belief, Robanda is a corporation organized and  
23 existing under the laws of the State of California, having its principal place of  
24 business at 1245 Knoxville Street, San Diego, California 92110.  
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### III. JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338, in that Plaintiff's claims arise under the Lanham Trademark Act, 15 U.S.C. § 1051, *et seq.*

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391.

### IV. FACTUAL BACKGROUND

6. Parkinson is the owner of the "Marilyn" trademark, registered as U.S. Trademark Registration No. 2,723,910 ("Marilyn Mark"). A copy of U.S. Trademark Registration No. 2,723,910 is attached hereto as Exhibit A. The registration of the Marilyn Mark is currently valid, subsisting and in full force and effect, is registered on the Principal Trademark Register of the United States Patent and Trademark Office (USPTO), and is incontestable pursuant to 15 U.S.C. § 1065.

7. The Marilyn Mark was registered on or about June 10, 2003 by Plasticos Vandux de Colombia, S.A. ("Vandux"). At all times during which Vandux owned the Marilyn Mark, it continuously used the mark in commerce such that the mark was well-known and famous and the goodwill associated with the mark was a valuable asset.

8. Vandux assigned the Marilyn Mark to Camelot Hair Care Products, LLC ("Camelot") on or about March 10, 2004. At all times during which Vandux owned the Marilyn Mark, it continuously used the mark in commerce such that the

1 mark was well-known and famous and the goodwill associated with the mark was a  
2 valuable asset. The assignment was recorded with the USPTO on March 10, 2004.  
3  
4 A copy of the assignment from Vandux to Camelot is attached hereto as Exhibit B.

5 9. Upon assignment of the Marilyn Mark from Vandux, Camelot, dba  
6 The Marilyn Brush Company and Marilyn Brush, engaged in the business of selling  
7 and distributing various hair care products under the trade name "Marilyn"  
8 ("Marilyn Brushes").  
9

10 10. In 2009, Robanda purchased from Camelot assets relating to the trade  
11 name "Marilyn," including the right to distribute and sell Marilyn Brushes,  
12 pursuant to an Asset Purchase Agreement with Camelot. A copy of the Asset  
13 Purchase Agreement is attached hereto as Exhibit C. The Asset Purchase  
14 Agreement provided in relevant part:  
15  
16

17 **1.3. Transfer of Purchased Assets.** Five (5) years after the  
18 closing date, Seller will assist Buyer in any manner necessary  
19 for the transfer to Buyer of the ownership of the assets, contracts  
20 and commensurate rights, trade names, logos, copyrights,  
21 service marks, and trademarks. During this five (5) year term  
22 Buyer shall license all rights for use and distribution thereof  
23 under a separate agreement attached as Exhibit 1 and described  
24 Trademark License for their exclusive and uninterrupted use.  
25 Five (5) years after the Closing Date and upon completion of the  
26 payments as specified in Article 3, Buyer shall own outright,  
27 without limitation, all such rights, titles and interests identified  
28 therein.

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1           11. As part of the Asset Purchase Agreement with Robanda, Camelot  
2 assigned the Marilyn Mark to Parkinson on or about October 1, 2008. The  
3 assignment was recorded with the USPTO on or about October 1, 2008. A copy of  
4 the assignment from Camelot to Parkinson is attached hereto as Exhibit D. The  
5 assignment assigned to Parkinson “all right, title, and interest in and to all good will  
6 symbolized by and associated with the business conducted under the Trademark,  
7 the right to recover for damages and the profits and all other remedies for past  
8 infringement based on such Trademark, and the benefit of any rights at common  
9 law that have accrued to the Assignor [Camelot] through the use of the Trademark  
10 or otherwise.” As such, Parkinson acquired the right to sue and recover for, and the  
11 right to profits or damages due or accrued arising out of or in connection with, any  
12 and all past, present or future infringements or dilution of or damage or injury to the  
13 Marilyn Mark or the registration thereof or such associated goodwill. At all times  
14 since receiving the assignment of the Marilyn Mark, Parkinson has exercised  
15 control and/or ownership over the Marilyn Mark.  
16

17           12. In accordance with the Asset Purchase Agreement between Camelot  
18 and Robanda, Robanda was given a license by Parkinson to use the Marilyn Mark  
19 pursuant to a License Letter Agreement. A copy of the License Letter Agreement  
20 is attached hereto as Exhibit E.  
21

22           13. At all times during which Robanda licensed the Marilyn Mark from  
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1 Parkinson, Robanda's use of the mark inured to the benefit of Parkinson.

2  
3 14. At all times during which Robanda licensed the Marilyn Mark from  
4 Parkinson, Parkinson exercised quality control over the Marilyn Mark pursuant to  
5 the License Letter Agreement, which provided:

6  
7 During the 5 year period precedent to your ownership of the  
8 mark, I [Parkinson] will expect that you [Robanda] will  
9 maintain proper control over the products on which this mark is  
10 used in regards to quality and efficacy. The brand can never be  
11 considered anything but a first class product with high integrity  
12 and "customer is always right" support. In order to fulfill these  
13 requires, you [Robanda] will provide me [Parkinson] with  
14 samples for review every 6 months so that I [Parkinson] may  
15 verify the manner in which the mark is used and the quality of  
16 the product on which it is affixed.

17  
18 The mark maybe [*sic*] used on any and all products in the beauty  
19 field, although it is incumbent upon you [Robanda] to provide  
20 prototypes and promotional information on any new products  
21 for my [Parkinson's] review and comment prior to release. If  
22 something is in bad taste I [Parkinson] reserve the right to make  
23 this known and expect that you [Robanda] will take the  
24 appropriate corrective action.

25  
26 15. Robanda failed to provide prototypes, samples, and promotional  
27 materials for approval as required by the Licensing Agreement. Robanda launched  
28 entirely new product lines using the licensed trademark without informing  
Parkinson or providing samples as required by the Licensing Agreement.  
Additionally, Robanda completely ignored its obligation to provide samples of  
existing products every six months. Nor did Robanda provide "customer is always

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1 right” support as required by the Licensing Agreement. Instead, Robanda severely  
2 restricted returns and required customers to pay freight and 20% restocking fees,  
3 and did not waive any fees if the customer simply did not like the product. There is  
4 no right to cure for material breaches provided in the Licensing Agreement.  
5 Considering the complete failure to comply with any of the quality control  
6 provisions, the Licensing Agreement has been properly terminated.  
7

8  
9 16. Robanda has continued to sell the Marilyn Brushes under the Marilyn  
10 Mark after the Licensing Agreement was terminated. *See* Exhibit F. People who  
11 purchase these products have no idea that they are getting counterfeit products that  
12 are not subject to the same quality standards as products that are officially licensed  
13 under the Marilyn Mark by Parkinson.  
14

15  
16 **V. FIRST CLAIM FOR RELIEF**

17 **FOR FEDERAL TRADEMARK INFRINGEMENT**

18 **AND COUNTERFEITING**

19  
20 17. Plaintiff repeats paragraphs 1 through 16, inclusive, and by this  
21 reference incorporates those paragraphs herein as if set forth in full.  
22

23 18. Robanda’s continued use of the Marilyn Mark for the Marilyn Brushes  
24 constitutes infringement of Parkinson’s Federal Trademark Registration No.  
25 2,723,910 for the Marilyn Mark under § 32 of the Lanham Act, 15 U.S.C. §1114.  
26 Such infringement has been done willfully with fully and complete knowledge of  
27

1 Parkinson's trademark with the clear intention to trade off the extensive fame and  
2 goodwill associated with the Marilyn Mark.  
3

4 19. Robanda's acts alleged herein constitutes the use in commerce,  
5 without the consent of Parkinson, of a reproduction, counterfeit, copy, or colorable  
6 imitation of the Marilyn Mark in connection with the sale, offering for sale,  
7 distribution, or advertising of goods, which use is likely to cause confusion or  
8 mistake, or to deceive consumers and therefore infringe Parkinson's rights in the  
9 Marilyn Mark, all in violation of the Lanham Act. Robanda's use of the counterfeit  
10 versions of the Marilyn Mark is willful, intentional, and done with the knowledge  
11 that the mark(s) is/are counterfeit mark(s) as defined in the Lanham Act. In the  
12 Ninth Circuit, a licensee who continues to use the licensed mark after termination is  
13 guilty of counterfeiting.  
14  
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16

17 20. Robanda's infringing sales and counterfeiting activities are likely to  
18 cause confusion, mistake, and deception among members of the trade and the  
19 general consuming public as to the origin and quality of such products.  
20

21 21. As a direct and proximate result of Robanda's actions, Parkinson has  
22 suffered, and will continue to suffer, irreparable injury and other damage to its  
23 rights, including the substantial loss of goodwill and reputation of the Marilyn  
24 Mark unless and until Robanda is restrained from continuing its infringing and  
25 counterfeiting activities.  
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1           22. Parkinson is entitled to damages in the form of Robanda's profits,  
2 treble damages, prejudgment interest, reasonable royalty, statutory damages of  
3 \$2,000,000 per counterfeit mark per type of goods sold, and attorney fees, and an  
4 order permanently enjoining Robanda from further acts of infringement, and an  
5 order that all inventory of Robanda's infringing products be destroyed.  
6  
7

8                                   **VI. SECOND CLAIM FOR RELIEF**

9                                   **FOR UNFAIR COMPETITION UNDER 15 U.S.C. § 1125(a)**

10           23. Plaintiff repeats paragraphs 1 through 22, inclusive, and by this  
11 reference incorporates those paragraphs herein as if set forth in full.  
12

13           24. Robanda's continued use of the Marilyn Mark and similar marks for  
14 the Marilyn Brushes constitutes unfair competition under 15 U.S.C. §1125(a).  
15 Such infringement has been done willfully with fully and complete knowledge of  
16 Parkinson's trademark rights with the clear intention to trade off the extensive  
17 goodwill associated with the Marilyn Mark.  
18

19           25. Robanda's acts alleged herein constitute the use in commerce, without  
20 the consent of Parkinson, of a reproduction, counterfeit, copy, or colorable  
21 imitation of the Marilyn Mark in connection with the sale, offering for sale,  
22 distribution, or advertising of goods, which use is likely to cause confusion or  
23 mistake, or to deceive consumers as to the affiliation, connection, or association of  
24 Parkinson with Robanda's products, or as to the origin, sponsorship, or approval of  
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1 its goods. Robanda's use of the counterfeit versions of the Marilyn Mark is willful,  
2 intentional, and done with the knowledge that the mark(s) is/are counterfeit mark(s)  
3 as defined in the Lanham Act.  
4

5 26. Robanda's marketing and sale of counterfeit goods is likely to cause  
6 confusion, mistake, and deception among members of the trade and the general  
7 consuming public as to the origin and quality of such products.  
8

9 27. As a direct and proximate result of Robanda's actions, Parkinson has  
10 suffered, and will continue to suffer, irreparable injury and other damage to its  
11 rights, including the substantial loss of goodwill and reputation of the Marilyn  
12 Mark unless and until Robanda is restrained from continuing its infringing and  
13 counterfeiting activities.  
14

15 28. Parkinson is entitled to damages in the form of Robanda's profits,  
16 treble damages, prejudgment interest, and reasonable royalty for the counterfeit  
17 goods sold, offered for sale, or distributed by Robanda, and attorney fees, and an  
18 order permanently enjoining Robanda from further acts of infringement, and an  
19 order that all inventory of Robanda's infringing products be destroyed.  
20  
21

22 **Prayers for Relief**  
23

24 WHEREFORE, Parkinson prays this Court to grant relief as follows:

25 1. Declare that Robanda has infringed upon Parkinson's Federal  
26 Trademark Registration No. 2,723,910 for the Marilyn Mark;  
27

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1           2.     Preliminarily and permanently enjoin Robanda, including its officers,  
2 agents, and employees, and all persons and entities in active concert or participation  
3 with it, from using the Marilyn Mark or any mark confusingly similar to the  
4 Marilyn Mark;  
5

6           3.     Award Parkinson damages in the form of Robanda's profits from its  
7 unlawful uses of Parkinson's Marilyn Mark;  
8

9           4.     Enter judgment that Robanda's acts of infringement have been  
10 knowing and willful;  
11

12           5.     Direct Robanda to pay Parkinson statutory damages in an amount not  
13 to exceed two million dollars (\$2,000,000) for the sale of products bearing the  
14 counterfeit Marilyn Mark;  
15

16           6.     Order the recall, impounding and destruction of all counterfeit  
17 merchandise and materials bearing the Marilyn Mark;  
18

19           7.     Award Parkinson's costs of suit and reasonable attorney's fees  
20 incurred in this action;  
21

22           8.     Award Parkinson treble damages for Robanda's willful trademark  
23 infringement;  
24

25           9.     For such other and further relief as this Court may deem just and  
26 proper.  
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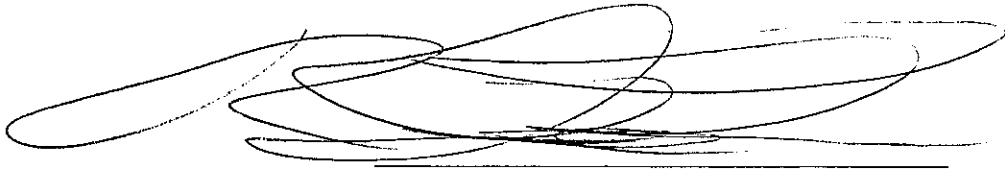
**Demand for Jury Trial**

Parkinson hereby exercises her right to a jury trial under the Seventh Amendment to the United States Constitution and hereby demand a jury trial in accordance therewith.

Respectfully submitted,

TROJAN LAW OFFICES

By



R. Joseph Trojan  
Attorneys for Plaintiff,  
Nina Parkinson  
Email: trojan@trojanlawoffices.com

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# EXHIBIT A

All Trademark documents should now be available to members of the public using Trademark Status and Document Retrieval (TSDR). Thanks to all who reported difficulties viewing and downloading documents. Your reports were a great help to the office in diagnosing and solving the problem. If you continue to have issues with TSDR please e-mail TSDR@uspto.gov.

STATUS DOCUMENTS

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Mark: MARILYN



US Serial Number: 76431805

Application Filing Date: Jul. 18, 2002

US Registration Number: 2723910

Registration Date: Jun. 10, 2003

Register: Principal

Mark Type: Trademark

Status: The registration has been renewed.

Status Date: Jun. 24, 2013

Publication Date: Mar. 18, 2003

### Mark Information

### Goods and Services

### Basis Information (Case Level)

### Current Owner(s) Information

### Attorney/Correspondence Information

### Prosecution History

### Maintenance Filings or Post Registration Information

### TM Staff and Location Information

### Assignment Abstract Of Title Information - Click to Load

### Proceedings - Click to Load

# EXHIBIT B

FROM : VANDUX DE COLOMBIA S.A.  
By: FKOUB\*FTL-KAINJ

PHONE NO: 57 5 3536851  
054 788 0158J

MAIL 09 2004 12:17PM P1  
Mar-9-04 10:38AM Page 3/3

ASSIGNMENT

WHEREAS, Plásticos Vandux de Colombia S.A., a Colombian corporation, with a principal place of business at Via 40 No. 79B-145, Barranquilla Colombia, is the owner of the trademark MARILYN with a stylized Y, registered in the United States under Certificate No. 2,723,910 on June 10, 2003; and

WHEREAS, Camolot Hair Care Products, LLC, a Florida limited liability corporation, having a principal place of business at 2080 N.W. 79<sup>th</sup> Avenue, Miami, Florida 33122 is desirous of acquiring said registered trademark.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Plásticos Vandux de Colombia S.A. hereby assigns to Camolot Hair Care Products, LLC all right, title and interest in the United States in and to said trademark, Reg. No. 2,723,910, together with the goodwill of the business symbolized by said trademark and registration thereof.

Signed at Barranquilla Col this 9th day of MARCH, 2004

Plásticos Vandux de Colombia S.A.

By: Alberto Lee Bigio  
Alberto Lee Bigio,  
Title: President

CLERK OF DISTRICT COURT IN AND FOR THE DISTRICT OF COLUMBIA

FK-000397

RECORDED: 10/23/2007

TRADEMARK  
REEL: 003644 FRAME: 0272



# EXHIBIT C

**ASSET PURCHASE AGREEMENT**

This ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of December 1, 2008, (the "Closing Date") by and between, Camelot Hair Care Products, LLC, a Florida Limited Liability Company ("Seller") conducting business in Ft. Pierce, Florida; and Robanda International Inc, a California Corporation ("Buyer") conducting business in San Diego California, all of which may be collectively referred to as ("the Parties").

**RECITALS**

A. Seller is engaged in the business of the sale and distribution of various hair care products, which operates under the names "Camelot Hair Care Products, LLC and (and DBA The Marilyn Brush Company, DBA Marilyn Brush, and DBA Chair Talk (the "Business") in the State of Florida conducting business in Ft. Pierce, Florida;

B. Buyer desires to purchase from Seller certain assets of Seller related to the Business, including the inventory, goodwill, product distribution rights, and other assets of the Business listed in this Agreement.

C. Subject to the terms and conditions contained in this Agreement, Seller desires to sell to Buyer, and Buyer agrees to purchase from Seller, certain assets of Seller related to the Business.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Agreement, the parties agree as follows:

**ARTICLE I.  
PURCHASE AND SALE OF ASSETS**

1.1 Recitals Part of Agreement. The Recitals are incorporated into and are a part of this Agreement.

1.2. Purchase and Sale of Assets. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller at Closing all of Seller's right, title, and interest in and to all of the assets identified herein and on the attached Schedule 1 and designated as (the "Assets"), with the following limitations:

(a) All customer lists, customer files, accessories, equipment, inventory, and any other property listed on the Asset List;

(b) All contracts, agreements, license agreements, assignments, web site, domain name and related access, warranties, and other rights or agreements, listed on Schedule 2 (the "Contracts");

(c) All rights, title, and interest in and to the trade names, logos, copyrights, service marks, trademarks, (with limitations as identified in section 1.2) licenses, and goodwill associated with the Business listed on Schedule 3 (the "Intangible Property").

Asset Purchase Agreement  
Buyer: Robanda International  
Seller: Camelot Hair Care Products, LLC  
Page 1 of 13  
November 29, 2008 (draft 4)

**1.3. Transfer of Purchased Assets.** Five (5) years after the closing date, Seller will assist Buyer in any manner necessary for the transfer to Buyer of the ownership of the assets, contracts and commensurate rights, trade names, logos, copyrights, service marks, and trademarks. During this five (5) year term Buyer shall license all rights for use and distribution thereof under a separate agreement attached as Exhibit L and described Trademark License for their exclusive and uninterrupted use. Five (5) years after the Closing Date and upon completion of the payments as specified in Article 3, Buyer shall own outright, without limitation, all such rights, titles and interests identified herein.

**1.4. Excluded Assets.** Any Assets not specifically identified herein, or listed on the attached schedule shall be excluded from this transaction and shall remain the property of Seller.

**1.4. Permitted Liens.** Seller shall convey title of the Assets to Buyer free and clear of all liens, security interests, and encumbrances of any kind or nature, other than those items listed on Schedule A (the "Permitted Liens").

**1.6. Risk of Loss.** Seller assumes all risk of loss or damage to the Assets prior to the Closing. In the event there is any material loss or damage to all or any portion of the Assets prior to the Closing, Buyer may either terminate this Agreement pursuant to Article 12, or negotiate with Seller for a proportionate reduction in the Purchase Price to reflect the loss or damage. For the purposes of this provision, the term "material loss or damage" shall mean any loss or damage to the Assets with an aggregate cost of \$250,000.

**ARTICLE 2.  
ASSUMPTION OF LIABILITIES**

**2.1. Assumption of Liabilities.** Effective as of the Closing Date (as defined below), and in addition to any other liabilities expressly assumed by Buyer under this Agreement, Buyer shall assume responsibility for the performance and satisfaction of all of the executory obligations and liabilities of Seller listed on Schedule 5 (the "Assumed Liabilities").

**2.2. Excluded Liabilities.** Seller shall retain ownership for all existing not referenced in this agreement, as well as accounts payable of the business. Except as expressly provided in this Agreement, Buyer shall not assume or become liable for any obligations, commitments, or liabilities of Seller, whether known or unknown, absolute, contingent, or otherwise, and whether or not related to the Assets, including, without limitation, any employment, business, sales, or use tax relating to Seller's operation of the Business and use and ownership of the Assets prior to the Closing.

**ARTICLE 3.  
PURCHASE PRICE**

**3.1. Purchase Price.** The purchase price to be paid by Buyer to Seller for the Assets (the "Purchase Price") shall be as follows:

**3.1.1** Upon execution of this Agreement Buyer shall pay Seller the total amount of One Hundred Fourteen Thousand, Four Hundred Fifty Dollars and 62/100 (\$114,450.62) which represents the current value of the inventory. Two separate payments shall be made to Seller.

a. A payment in the amount of \$9284.12 shall be paid on Seller's behalf directly to lien holder, Presidential Financial Corporation.

b. A payment in the amount of \$105,166.50 shall be paid directly to the Seller.

Asset Purchase Agreement  
Buyer: Robanda International  
Seller: Camelot Hair Care Products, LLC  
Page 2 of 13  
November 29, 2008 (draft 4)

3.2. **Payment of Purchase Price.** Buyer shall make the payments referenced in Article 3 herein upon execution of this and all associated agreements attached hereto.

3.3. **Tax Effect.** The parties agree to abide by the allocation of the Purchase Price specified in this Agreement, and agree to report the transaction as so allocated for income tax purposes.

**ARTICLE 4.  
CLOSING**

4.1. **Time and Place of Closing.** The closing for the purchase and sale of the Assets (the "Closing") shall be held at San Diego, California or at such other time and place as the parties may mutually agree in writing (the "Closing Date"). At Closing, Buyer shall send by wire transfer the payments as specified in Section 3.1.1 herein. Seller shall immediately thereafter ship, transfer and convey title to the Assets to Buyer as provided in this Agreement.

4.2. **Seller's Closing Obligations.** At the Closing, Seller shall execute, acknowledge, and deliver, as appropriate, each of the following items:

(a) A duly executed bill of sale (the "Bill of Sale") in substantially the form attached as Exhibit 3 and incorporated by reference, conveying all of Seller's right, title, and interest in any Personal Property which may be included.

(b) A duly executed assignment of contracts (the "Assignment of Contracts") in substantially the form attached as Exhibit 4 and incorporated by reference, pursuant to which Seller shall assign to Buyer all of its right, title and interest in and to, and Buyer shall accept and assume all of Seller's obligations in respect of the Contracts.

(c) A duly executed assignment of intangible property (the "Assignment of Intangible Property") in substantially the form attached as Exhibit 5 and incorporated by reference, assigning all of Seller's right, title, and interest in the Intangible Property to Buyer.

(d) All other deeds, bills of sale, motor vehicle titles, warranty deeds, assignments, endorsements, licenses, and other good and sufficient instruments and documents of conveyance and transfer as shall be necessary and effective to transfer, convey, and assign to Buyer at the Closing all of Seller's right, title, and interest in and to the Assets, free and clear of any liens or encumbrances other than the Permitted Liens, as required by the terms of this Agreement.

(e) Seller shall immediately upon the closing date, arrange for the filing of and provide a copy of the UCC-1 release and Certificate of Release related to the lien holder Presidential Financial Corporation

4.3. **Buyer's Closing Obligations.** At the Closing, Buyer shall execute, acknowledge, and deliver, as appropriate, each of the following items:

(a) Executed counterparts of any documents required to be signed by Buyer pursuant to this Agreement, including, but not limited to, the Assignment of Contracts and Assignment of Trademark.

(b) All other instruments and documents necessary to consummate the transactions contemplated by

this Agreement.

(c) Produce copies of all intellectual property certificates subject to this agreement.

**4.4. Expenses of Closing.** The expenses of Closing shall be paid as follows:

(a) Seller shall pay all sales and use taxes arising out of the transfer of the Assets, if any.

(b) Except as otherwise expressly provided in this Agreement, all other Closing fees and costs, including, but not limited to, accounting fees, consulting fees, and other incidental expenses in connection with the transactions contemplated by this Agreement shall be borne by the party that incurs the expenses. This provision shall exclude the legal fees associated with the drafting of this and other legal documents as specified in section 14.6 of this agreement.

**4.5. Proration of Expenses.** Except as otherwise expressly provided in this Agreement, all expenses associated with the Assets being conveyed to Buyer or this transaction, shall be apportioned ratably between the parties as of the Closing Date on the basis of a 30-day month. This obligation to make apportionments shall survive the Closing.

#### ARTICLE 5.

#### REPRESENTATIONS AND WARRANTIES OF SELLER

**5.1. Seller's Representations and Warranties.** Seller makes the following representations and warranties to Buyer, each of which is true and correct as of the date of this Agreement, and will be true and correct as of the Closing Date:

(a) Seller is a Limited Liability Company, duly organized, validly existing, and in good standing under the laws of the state of its organization, and is qualified to transact business in the State of Florida.

(b) Seller has full legal power and authority to enter into and perform this Agreement, and this Agreement constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms.

(c) The execution and delivery of this Agreement does not conflict with, violate, or constitute a default under the terms, conditions, or provisions of any agreement or instrument to which Seller is a party, or any law, judgment, or order of which Seller is aware, and will not result in the creation of any lien, security interest, or encumbrance on any of the Assets.

(d) Except as identified in "Litigation in Progress" to this document as Schedule 6, there are no actions, suits, proceedings, or claims now pending, or, to the best of Seller's knowledge, threatened against Seller or the Assets that would affect Seller's ability to fulfill its obligations under this Agreement or that would impair the value of the Assets.

(e) Seller has, and will have at Closing, good and marketable title to the Assets free and clear of all liens, charges, and encumbrances other than the Permitted Liens and Litigation in Progress.

(f) Seller has provided Buyer with true and correct copies of all Contracts. To Seller's knowledge, all of the Contracts are in full force and effect, have been duly executed by the parties, and neither Seller nor any other party is in default under any Contract.

(h) Seller has provided Buyer with true and correct copies of all documents evidencing Seller's rights in the Intangible Property. To Seller's knowledge, each agreement, instrument, or license with respect to

Asset Purchase Agreement  
Buyer: Robanda International  
Seller: Camelot Hair Care Products, LLC  
Page 4 of 13  
November 29, 2008 (draft 4)



the Intangible Property is in full force and effect, and neither Seller nor any other party is in default under any such agreements.

(i) Seller is not a party to, or otherwise bound by, any employment contracts, collective bargaining agreement, multi-employer pension fund, or other labor union agreement with respect to any persons employed by Seller in connection with its operation of the Business.

5.2. Continuation of Trademark Infringement Litigation. Seller warrants that it shall diligently pursue all aspects of the ongoing infringement of the "Marilyn Trademark" owned by Seller and/or assigned and transferred under this or other associated agreements. Seller shall bear all costs associated with any and all continuing litigation.

5.3. Adverse Actions. If any unknown or undisclosed adverse actions are commenced or executed against Seller, or Buyer as a consequence of this transaction, Buyer shall be authorized under this agreement to reduce the quarterly payments by the amount of any expenses, costs, fees or charges incurred. Buyer shall provide seller with a summary of any such reductions. Seller further agrees to defend and hold harmless Seller for any actions contemplated by this Section.

5.4. Correctness of Representations. No representation or warranty of Seller in this Agreement or any other information furnished by Seller pursuant to this Agreement contains any untrue statement of material fact or fails to state any fact necessary in order to make the statements not misleading in any material respect. All statements, representations, and other information provided by Seller to Buyer shall be true and correct on and as of the Closing Date as though made on that date.

ARTICLE 6:  
REPRESENTATIONS AND WARRANTIES OF BUYER

6.1. Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller, each of which is true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date:

(a) Buyer is a California Corporation, duly organized, validly existing, and in good standing under the laws of the state of its organization, and is qualified to transact business in the State of California.

(b) Buyer has full legal power and authority to enter into and perform this Agreement, and this Agreement constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms.

(c) The execution and delivery of this Agreement does not conflict with, violate, or constitute a default under the terms, conditions, or provisions of any agreement or instrument to which Buyer is a party, or any law, judgment, or order of which Buyer is aware, and will not result in the creation of any lien, security interest, or encumbrance on any of the Assets.

(d) There is no action, proceeding, or claim pending, or, to Buyer's knowledge, threatened, against Buyer that would affect Buyer's ability to consummate the transactions contemplated by this Agreement.

(e) No consent, approval, or authorization of or declaration, filing, or registration with any governmental or regulatory authority is required in connection with the execution, delivery, and performance by Buyer of this Agreement or the consummation of the transactions contemplated by the

Assoc Purchase Agreement  
Buyer: Robanda International  
Seller: Camelot Hair Care Products, LLC  
Page 5 of 13  
November 29, 2008 (draft 4)

Agreement.

**6.2. Correctness of Representations.** No representation or warranty of Buyer in this Agreement or any other information furnished by Buyer pursuant to this Agreement contains any untrue statement of material fact or fails to state any fact necessary in order to make the statements not misleading in any material respect. All statements, representations, exhibits, and other information provided by Buyer to Seller shall be true and correct on and as of the Closing Date as though made on that date.

**ARTICLE 7.  
SELLER'S PRE-CLOSING OBLIGATIONS**

**7.1. Maintenance of Property Pending Closing.** At all times prior to the Closing Date, Seller shall continue to maintain the Assets and conduct its operation of the Business in the same manner as they have been maintained and operated by Seller prior to the execution of this Agreement.

**7.2. Access and Information.** Seller shall promptly provide Buyer with all information concerning the Business and the Assets that Buyer may reasonably request, and Buyer and its accountants and other representatives shall have access during normal business hours to all of the Assets in any way related to this and to the books and records thereof.

**7.3. Consents.** On or before the Closing Date, Seller, at its expense, shall obtain all necessary consents required to assign Seller's interest in any of the Assets to Buyer as contemplated by this Agreement. In the event Seller is unable to obtain any such consent on or before the Closing Date, Buyer may terminate this Agreement as provided in Article 12.

**7.4. Discharge of Liens.** All liens, claims, charges, security interests, pledges, assignments, or encumbrances relating to the Assets that are not Permitted Liens shall be satisfied, terminated, and discharged by Seller on or prior to the Closing Date and evidence reasonably satisfactory to Buyer and its counsel of the satisfaction, termination, and discharge shall be delivered to Buyer at or prior to the Closing including but not limited to the obligation specifically identified in section 4.2 (f) of this agreement.

**7.5 Notice to Seller's Customers.** Seller shall arrange for the written notice to all existing customers, vendors and other interested parties, informing them of the change in the distribution rights and ownership of the assets and other property referenced in this agreement.

**7.6 Assignment of Contracts, Licenses and Intellectual Property.** Seller shall execute all documents and facilitate in the execution of all contemporaneous documents associated with the transfer of all third party agreement related to this transaction.

**7.7. Employee Matters.** Corrie Richards, ("Richards") who is currently an employee of Seller, shall be retained by Robanda as a salaried "at will" employee as defined by the California Labor Code. Buyer will assume payment of Richards' current salary of Seventy-Five Thousand Dollars (\$75,000.00) per year. Additionally, Buyer shall assume responsibility commencing December 1, 2008 for any additional compensation, which may include taxes, insurance, and other benefits and amounts relating to Richards. Currently these include: (1) a auto lease payment for 2009 Toyota Camry in the amount of \$292.64 per month, (2) health insurance benefits commensurate with her current coverage, and (3) cellular phone service.

7.7.1 Seller shall indemnify and hold Buyer harmless from any claims made against Buyer

Asset Purchase Agreement  
Buyer: Robanda International  
Seller: Camelot Hair Care Products, LLC  
Page 6 of 13  
November 29, 2008 (draft 4)



with respect to Seller's other Employee obligations. Buyer shall not assume or in any way become responsible or liable for any compensation, taxes, insurance, or other benefits and amounts payable by Seller on account of any of its employees, excluding Richards referenced in Section 7.7 herein.

#### ARTICLE 8.

##### MUTUAL COVENANTS

**8.1. Further Assurances.** Prior to Closing, Seller and Buyer shall, prior to Closing, execute any and all documents and perform any and all acts reasonably necessary, incidental, or appropriate to effect the transactions contemplated by this Agreement.

**8.2. Notification of Changed Circumstances.** At any time after the Execution Date and prior to the Closing, if either party becomes aware of any fact or circumstance that would materially change a representation or warranty made under this Agreement, the party with knowledge of those facts shall notify the other in writing as soon as possible after the discovery of the changed circumstances.

**8.3. Waiver of Compliance with Bulk Sales Law.** Buyer waives compliance with the provisions of Division 6 of the California Uniform Commercial Code relating to bulk transfers in connection with the transactions contemplated by this Agreement. Seller agrees to indemnify and hold Buyer harmless from any and all costs arising as a result of the waiver, including reasonable attorney fees and expenses that may be incurred by Buyer in any legal proceedings instituted or threatened as a result of the waiver.

**8.4. Broker's Fees.** Each party represents and warrants that no broker, finder, or any other person or entity has any claim for any brokerage commissions or fees in connection with any of the transactions contemplated by this Agreement. Each party shall indemnify the other against any claim or loss suffered as a result of any claim for brokerage commissions or fees payable, or claimed to be payable, on the basis of any actions in connection with this Agreement.

#### ARTICLE 9.

##### CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

**9.1. Buyer's Conditions.** The obligation of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

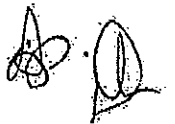
(a) The representations and warranties of Seller set forth in Article 5 shall be true and correct as of the Closing Date.

(b) Seller shall have performed and complied with all of the agreements, covenants, and conditions required of Seller by this Agreement on or before the Closing Date.

(c) No action, suit, or proceeding before any court or any governmental body or authority that would in any way affect the Assets or the ability of the parties to consummate the transactions contemplated by this Agreement shall have been instituted or threatened on or before the Closing Date.

(d) The Assets shall be subject to inspection upon receipt by Buyer. The Assets shall be in substantially the same condition on the Closing Date as on the Execution Date, and there shall be no loss or damage to the property prior to the Closing.

Asset Purchase Agreement  
Buyer: Robanda International  
Seller: Camelot Hair Care Products, LLC  
Page 7 of 13  
November 29, 2008 (draft 4)





(e) Seller shall have obtained all necessary agreements and consents of any parties required to consummate the transactions contemplated by this Agreement.

(f) Buyer shall have received corporation tax clearance certificates from the Florida State Sales Tax Department (with respect to Seller's sales and use tax liabilities) and the Florida State Employment Tax Department (with respect to Seller's employment tax obligations), as well as any other relevant taxing agencies as of December 1, 2008.

(g) Buyer shall have received a Certificate of Release from Presidential Financial Corporation stating that, as of December 2, 2008, no contributions, interest, or penalties are due from Seller and that all existing liens on Seller's inventory has been terminated.

**9.2. Non-Circumvention.** Seller agrees that Seller will not disrupt, damage, impair or interfere with the business of Buyer by way of interfering with or disrupt Buyer's relationships with its customers, potential customers, agents, vendors, representatives or otherwise. Seller further agrees that Seller will not, directly or indirectly, for Seller or on behalf of, or in conjunction with any other person, firm, partnership, corporation or entity, divert or take away or attempt to divert or take away, call on or solicit or attempt to solicit the business or patronage of any of Buyer's customers, patrons and/or suppliers, existing or potential.

**9.3. Further Assurances; Further Assistance.** Seller and Buyer shall, without charge to each other, after Closing, execute and deliver or cause to be executed and delivered to the other, such further instruments, documents and conveyances and shall take such other action as may be reasonably required to more effectively carry out the terms and provisions of this Agreement. Such further instruments, documents and conveyances shall be in form and substance acceptable to Buyer and Seller. Further, Seller shall provide Buyer with any information or support requested by Buyer regarding various aspects of the Assets, as related to this transaction, at no charge or cost to Buyer, commencing upon execution of this Agreement and continuing until six (6) months following Closing. Upon Buyer's request Seller shall provide such support by making available the person(s) most knowledgeable about the Assets and the operation thereof for telephonic consultation, and for periodic meetings with BAI. Additionally, Seller shall exercise its best efforts in identifying its sales terms, product pricing and discounting policies and procedures as previously utilized by Seller.

**9.4. Failure to Satisfy Buyer's Conditions.** Any of Buyer's conditions precedent may be waived in whole or in part by Buyer in writing at any time on or before the Closing Date. In the event all Buyer's conditions precedent have not been waived by Buyer or satisfied in full on or before the Closing Date, Buyer may elect to terminate this Agreement as provided in Article 12.

**ARTICLE 10.**

**CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER.**

**10.1. Seller's Conditions.** The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

(a) The representations and warranties of Buyer set forth in Article 6 shall be true and correct as of the Closing Date.

(b) Buyer shall have performed and complied with all of the agreements, covenants, and

conditions required of Buyer by this Agreement on or before the Closing Date.

10.2. Failure to Satisfy Seller's Conditions. Any of Seller's conditions precedent may be waived in whole or in part by Seller in writing at any time on or before the Closing Date. In the event all Seller's conditions precedent have not been waived by Seller or satisfied in full on or before the Closing Date, Seller may elect to terminate this Agreement as provided in Article 12.

**ARTICLE 11.  
POST-CLOSING OBLIGATIONS**

11.1. Additional Assurances. Each party agrees to do all acts and things and to make, execute, and deliver such written instruments as shall be reasonably necessary to carry out the terms and provisions of this Agreement. This covenant of further assurances shall survive the Closing.

11.2. Inventory Exceptions. In addition to the inventory as described in Schedule 1 attached, Buyer shall ship to Seller the products referred to generally as the Kaliente Line listed as Schedule 7 attached is currently valued at \$26,663.50. The parties agree that Buyer shall take possession of this product line and shall make their best effort to sell such inventory. When the inventory is sold, Buyer shall compensate Seller each calendar quarter based on the commission amounts as described in the Services Contract and executed by Seller in conjunction with this agreement. Seller shall have no obligation to sell this inventory and any unsold product may be returned to Seller, at Seller's expense, at any time during the term of this transaction. Seller shall not pay Buyer for the storage nor holding of this product line, and upon the request of Seller shall return to Seller, at Seller's expense, all unsold portions of this Kaliente Line. Based on the mutual agreement of the Parties, Buyer may also return any inventory to Seller, if for any reason Seller disagrees with the intended discounts.

*Amended*  
*10/1/08*

11.2. Covenant Not to Compete. Seller agrees that it shall not engage, directly or indirectly, in any business that is the same as or similar to the Business for a period of five (5) years, or until such time as Buyer ceases to operate a like business, whichever occurs first.

**ARTICLE 12.  
TERMINATION**

12.1. Termination. This Agreement may be terminated as follows:

(a) By the mutual consent of Buyer and Seller at any time prior to the Closing;

(b) By Buyer at any time prior to the Closing as expressly provided in this Agreement, or if any condition precedent to Buyer's obligations set forth in Article 9 has not been satisfied in full or previously waived by Buyer in writing, at or prior to the Closing;

(c) By Seller at any time prior to the Closing as expressly provided in this Agreement, or if any condition precedent to Seller's obligations set forth in Article 10 has not been satisfied in full or previously waived by Buyer in writing, at or prior to the Closing;

(d) By either party if the Closing has not occurred on or before December 10, 2008.

12.2. Effect of Termination. In the event of the termination of this Agreement pursuant to the provisions of this Article 12, this Agreement shall become void and have no effect, without any liability on the part of any of the parties.

Asset Purchase Agreement  
Buyer: Robanda International  
Seller: Camelot Hair Care Products, LLC  
Page 9 of 13  
November 29, 2008 (draft 4)

*AS*

**12.3. Remedies Cumulative.** The remedies set forth in this Agreement are cumulative and not exclusive of any other legal or equitable remedy otherwise available to any party.

**ARTICLE 13:  
INDEMNIFICATION**

**13.1. Seller's Indemnification.** In addition to any other agreement on the part of Seller to indemnify Buyer set forth in this Agreement, Seller shall indemnify and hold Buyer harmless from and against any and all loss, cost, damage, claim, liability, or expense, including reasonable attorney fees and costs, in any way arising from or related to (a) Seller's ownership or use of the Assets, or Seller's operation of the Business, prior to the Closing Date, (b) the failure or falsity of any representation or warranty of Seller contained in this Agreement, or (c) the failure by Seller to observe or perform any other covenant or agreement to be observed or performed by Seller under this Agreement.

**13.2. Buyer's Indemnification.** In addition to any other agreement on the part of Buyer to indemnify Seller set forth in this Agreement, Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, damage, claim, liability, or expense, including reasonable attorney fees and costs, in any way arising from or related to Buyer's ownership or use of the Assets from and after the Closing Date.

**13.3. Survival of Indemnities.** The mutual agreements to indemnify set forth in this Article 13 shall survive the Closing.

**ARTICLE 14:  
GENERAL PROVISIONS**

**14.1. Assignment.** The respective rights and obligations of the parties to this Agreement may not be assigned by any party without the prior written consent of the other, which consent may not be unreasonably withheld or delayed.

**14.2. Successors and Assigns.** The terms and provisions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

**14.3. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter of this Agreement.

**14.4. Modification and Waiver.** This Agreement may not be amended, modified, or supplemented except by written agreement signed by the party against which the enforcement of the amendment, modification, or supplement is sought. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

**14.5. Attorney Fees.** If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

**14.6. Fees and Expenses.** Except as otherwise specifically provided in this Agreement, Seller and Buyer shall pay their own fees and expenses in connection with the negotiation and consummation of the

transactions contemplated by this Agreement. The parties further agree that the legal fees for the drafting of this agreement and related documents shall be equally shared.

14.7. **Notices.** All notices, requests, demands, and other communications required by this Agreement shall be in writing and shall be: (a) delivered in person or by courier, (b) mailed by first class registered or certified mail, or (c) delivered by facsimile transmission, as follows, or to such other address as a party may designate to the other in writing:

(i) If to Seller: *Camelot*  
% Anthony J. Parkinson  
~~3900 NE Chen Dr~~ *Box 400*  
~~Jensen Beach, FL 34957~~ *STORX 34958*  
~~Miami, FL 33122~~ *Beach, FL*

*AS* *D*

(ii) If to Buyer:  
David Leib  
Robanda International  
1245 Knoxville St  
San Diego, CA 92110

With a courtesy copy to:  
LAW OFFICES OF DIANA CIMINO  
352 Third Street Suite 308  
Laguna Beach, CA 92651

If delivered personally or by courier, the date on which the notice, request, instruction, or document is delivered shall be the date on which the delivery is made, and if delivered by facsimile transmission or mail as aforesaid, the date on which the notice, request, instruction, or document is received shall be the date of delivery.

14.8. **Headings.** All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

14.9. **Interpretation.** This Agreement has been negotiated at arm's length between persons knowledgeable in the matters addressed herein. Each Party hereby represents that he, she or it has been represented or had the opportunity to be represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law, including without limitation, Civil Code section 1654, or any other statutes, legal decisions or common law principles of similar effect, which would require interpretation of any ambiguities in this Agreement against the party that has drafted it is of no application and is hereby expressly waived.

14.10. **Arbitration.** Any claim, dispute or controversy arising out of or in connection with or relating to this Agreement or the breach or alleged breach thereof shall be submitted by the Parties to binding arbitration before a mutually agreeable arbitrator. In the event the Parties are unable to agree upon an arbitrator, then any and all claims, disputes or controversies arising out of or in connection with or relating to this Agreement or the breach or alleged breach thereof shall be submitted by the Parties to binding arbitration before and according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") before the AAA offices in San Diego, California by a single arbitrator. All awards

Asset Purchase Agreement  
Buyer: Robanda International  
Seller: Camelot Hair Care Products, LLC  
Page 11 of 13  
November 29, 2008 (draft 4)

*AS* *D*



of the arbitrator shall be binding and nonappealable. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to receive his reasonable attorney's fees and costs as awarded by the arbitrator. All parties to this Agreement shall be entitled to the benefits provided by California Code of Civil Procedure section 1283.05 in any arbitration proceeding.

14.11. Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

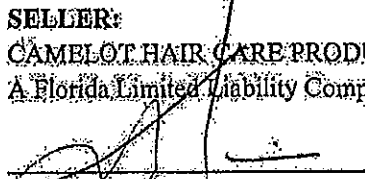
14.12. Time of Essence. Time shall be of the essence with respect to the obligations of the parties to this Agreement.

14.13. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California.

14.14. Severability. In the event any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, all other provisions of the Agreement that are not affected by the invalidity, illegality, or unenforceability shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of this Agreement:

**SELLER:**  
CAMELOT HAIR CARE PRODUCTS,  
A Florida Limited Liability Company


  
\_\_\_\_\_  
Anthony J. Parkinson

~~President~~ *Manager*

Date

*2/17/09*

**BUYER:**  
ROBANDA INTERNATIONAL, INC.,  
a California Corporation

  
\_\_\_\_\_  
David Leith,  
President

Date

*3/20/09*

*AS* *je*

# EXHIBIT D

Schedule A

**TRADEMARK ASSIGNMENT**

WHEREAS, Camelot Hair Care Products, LLC, a limited liability company of the State of Florida, having a place of business at 4304 South US 1, Fort Pierce, Florida 34982 (the "Assignor"), has adopted and used in commerce the trademark MARILYN (the "Trademark") and is the owner of U.S. Registration No. 2,723,910 (the "Registration") used in connection with hair brushes in International Class 21 of the Trademark; and

WHEREAS, Nina T. Parkinson, an individual, whose mailing address is 9014 Ashcroft Avenue, West Hollywood, California 90048-1705 (the "Assignee"), is desirous of acquiring all rights, title and interests in and to the Trademark and Registration, and the good will associated therewith.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, effective as of September 30, 2008 by this document, Assignor sells, assigns, conveys and transfers to the Assignee, all rights, title and interests in and to the Trademark and Registration and any renewals thereof, in and to all good will symbolized by and associated with the business conducted under the Trademark, the right to recover for damages and profits and all other remedies for past infringement based on such Trademark, and the benefit of any rights at common law that have accrued to the Assignor through the use of the Trademark or otherwise.

**Camelot Hair Care Products, LLC:**

By: [Signature]  
Authorized Representative

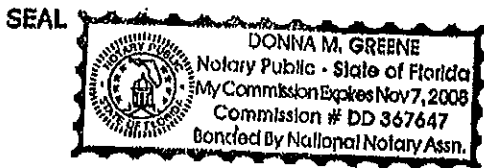
Print Name: ANTHONY PARKINSON

Title: Managing Member

STATE OF FLORIDA  
COUNTY OF ST LUCIE

On this 1<sup>st</sup> day of October, 2008, Anthony Parkinson of Camelot Hair Care Products, LLC personally appeared before me, who is personally known to me or whose identity I proved on the basis of FLDL P625-010-93-36A-9 and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth.

NOTARY PUBLIC  
My Commission expires:



# EXHIBIT E



DEC-01-2008 12:09 AM

P. 01

12/4/08  
DAVID  
to you file  
Tony

Nina T Parkinson  
9014 Ashcroft Avenue  
West Hollywood, CA 90048

December 1<sup>st</sup>, 2008

David Leib  
Robanda International  
San Diego, CA

Use of Marilyn Trademark; US Registration # 2,723,910

Dear Mr Leib,

This letter will authorize you to have the complete and free use of the Marilyn® trademark for a period of 5 years from this date without compensation or consideration paid to me as its registered owner.

You have purchased the inventory and goodwill of the Marilyn brand from Capelot and entered into an arrangement to use the services of Tony Parkinson for a period of 5 years from this date under which he is compensated at the rate of 10% of Net Invoice payable quarterly; Upon the final payment made to Mr. Parkinson, I will immediately assign and transfer the trademark to Robanda.

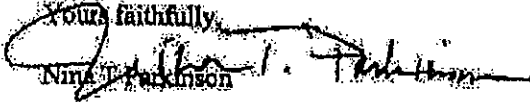
(see 33  
sheet  
attached)  
D. P.

During the 5 year period precedent to your ownership of the mark, I will expect that you will maintain proper control over the products on which this mark is used in regards to quality and efficacy. The brand can never be considered anything but a first class product with high integrity and "customer is always right" support. In order to fulfill these requirements, you will provide me with samples for review every 6 months so that I may verify the manner in which the mark is used and the quality of the product on which it is affixed.

The mark may be used on any and all products in the beauty field, although it is incumbent upon you to provide prototypes and promotional information on any new products for my review and comment prior to release. If something is in bad taste I reserve the right to revoke this known and expect that you will take the appropriate corrective action.

You have my full trust and endorsement and I look forward to seeing the brand expand both geographically as well as physically.

Yours faithfully,

  
Nina T Parkinson

# EXHIBIT F



## **Robanda**

**One company for all your beauty needs**

### **Navigation**

- [Home](#)
- [About](#)
- [Dist. Brands](#)
- [Store](#)
  - [Products](#)
  - [View Cart](#)
  - [Checkout](#)
- [Press](#)
- [Contact](#)



### **The Marilyn Brush**

Marilyn® is the name that has redefined the art of hair brushing. Proud to be the first brand on the market to introduce the distinguished hour glass design; which is only one of the key differences that makes Marilyn® Brush a leader in the industry. Designed specifically with the professional stylist in mind, the Marilyn® Brush hourglass bristling area adapts perfectly to the shape of the head allowing for more contact and control! The Marilyn® Brush is designed to assist in eliminating carpal tunnel syndrome with a simple 1/4 turn of the brush, the hair locks into place.

For more information or to purchase products, please visit: [www.themarilynbrush.com](http://www.themarilynbrush.com)



The Marilyn Brush

← ProRituals  
Tropical Shine →

**For customer service or general Robanda inquiries, contact us at:**

**Robanda International**  
1245 Knoxville Street  
San Diego, California, 92110 USA

**US Toll Free:** +1 800 783 9969  
**Telephone:** +1 619 276 7660  
**FAX:** +1 619 276 7661  
**E-mail:** [sales@robanda.com](mailto:sales@robanda.com)

For press/media inquires, please contact Casey Sorrell, Public Relations at [casey@robanda.com](mailto:casey@robanda.com) or (619) 276-7660

## Lip Treatments

by Robanda®

Robanda Lip Treatments are formulated with powerful ingredients to help protect and moisturize lips all day. Robanda Lip Treatments come in two formulas, Tea Tree and Aloe. Tea Tree Lip Treatment contains tea tree oil and anti-oxidants C and E, which work to heal chapped lips and brighten and protect the lips. Aloe Lip Treatment [...]

- Tweed

*Tweed*

A distinctive, classic fragrance with fresh green top notes of bergamot, lavender and geranium, floral middle notes of narcissi, carnation and jasmine and a woody base of vetiver and patchouli. Tweed is a distinguished fragrance for the mature and sophisticated consumer and has a loyal consumer base around the world. Tweed products can be purchased [...]

- Mood Lips

*Mood Lips*

Robanda Mood Lips change color depending on your lip chemistry. They condition lips and will not smudge or rub off. Contains antioxidant Vitamins A, C, & E and Aloe Vera for moisture and protection. Each fun and flirty shade provides a full 12 hours of lip color. Mood Lips are available as individual pieces or [...]

- Robanda Anti-Aging Skin Care

Robanda®  
ANTI-AGING SKIN CARE

Robanda chemists searched the world for the most pure and active natural ingredients, and developed cosmeceutical products with unique cutting edge formulas. All Robanda Anti-Aging Skin Care products are formulated and tested to be suitable on all skin types (including sensitive skin) without animal testing. Our Anti-Aging Hand Cream was voted "Best Hand Treatment in [...]"

- (re)FRESH Dry Shampoo

re FRESH

Launched with two unique scents, (re)FRESH was designed with the professional in mind and with the ease of use for all customers. The lightweight formula turns lifeless, flat hair into clean looking and smelling with a quick spray all over the scalp. Both scents come out of the can clear, great for dark hair or [...]

- Dissolve



Dissolve was formulated to combat sticky styling resins, particularly those found in aerosol hair sprays, which solidify when they dry – making them nearly impossible to clean! Dissolve re-liquefies hair spray, hair color and styling product residue on mirrors, styling tools, floors and other surfaces so they can be easily wiped away. Dissolve cleaning products [...]

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- [Dist. Brands](#)
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  - [Products](#)
  - [View Cart](#)
  - [Checkout](#)
- [Press](#)
- [Contact](#)

Search???

- 1. 1
- 2. 2
- 3. 3
- 4. 4
- 5. 5
- 6. 6
- 7. 7
- 8. 8

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A diversified beauty products manufacturer, covering the beauty industry from head to toe

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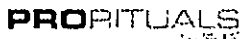
- [Bodyography Professional Cosmetics](#)



Bodyography Professional Cosmetics products are innovative, fun and colorful.

Since its founding in the early '90s, Bodyography Professional Cosmetics has become a leading source of products for some of today's biggest names in makeup artistry. Launching with a line of 24 lipsticks, Bodyography quickly became a favorite in beauty salons, and a well-kept secret among Hollywood's top celebrity makeup artists. Today the line has [...]

- [ProRituals](#)



ProRituals by Jingles is an eco-friendly stylistically advanced hair care and color line that features paraben and sulfate-free formulas that deliver superior results. Inspired by nature and driven by fashion, ProRituals boasts a full wet line and color line that covers gray like no other. ProRituals hair color is the only color known for patented [...]

- The Marilyn Brush



Marilyn® is the name that has redefined the art of hair brushing. Proud to be the first brand on the market to introduce the distinguished hour glass design; which is only one of the key differences that makes Marilyn® Brush a leader in the industry. Designed specifically with the professional stylist in mind, the Marilyn® [...]

- Tropical Shine



Home to the finest nail files in the world, Tropical Shine has been producing high quality, made in the USA nail care products to the professional industry for over 25 years. The use of highest quality materials within the manufacturing process increases the long-lasting value of a Tropical Shine nail file. As a leader in [...]

- Mr. Pumice



Know internationally as the 'World's Finest Quality' pedicure products available. The innovative line of colorful, fun products is a leader in the pedicure and beauty industry. All Mr. Pumice products are anti-bacterial, washable, and reusable. In 2006, Callus Terminator was added to the Mr. Pumice line and since then has rapidly gained market share in [...]

- Omega Labs USA



From its simple beginnings 6 years ago, FUNGUS TREATMENT from OmegaLabs USA was created to provide the best treatment of fungus, giving both the distributor and nail tech options in nail care treatment. Since then, OmegaLabs USA has grown from fungus treatment to nail growth, nail polish, nail art, nail glue and acrylic supplies. OmegaLabs [...]

- Fade Out



The Fade Out product line specializes in creams to restore and maintain a beautiful, radiant, and even skin tone using active natural ingredients. Fade Out products are clinically proven to brighten and even skin tone in just 4 weeks. Fade Out was specifically developed for aging skin (to help with sun spots and age spots), [...]

- Lip Treatments



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Come see Marilyn Brush at the upcoming Cosmoprof North America trade show, July 14th – 16th in Las Vegas, NV

#### Now Available: Hot Flash

New ceramic coated aluminum barrel brushes — the Hot Flash.

#### Cosmoprof - Las Vegas

July 18th - July 20th  
Amazing Las Vegas event!

#### Premiere Orlando Show - Florida

June 4th - June 7th  
This will be one awesome event!

### TESTIMONIALS

"I love to use the Marilyn Brush products because you can just tell they are of good quality and they work easily and effectively when I need to untangle my hair."

Love,  
JWOWW  
*The Jersey Shore on MTV*

### WELCOME TO THE MARILYN BRUSH

Marilyn® is the name that has redefined the art of hair brushing. Proud to be the first brand on the market to introduce the distinguished hour glass design; which is only one of the key differences that makes Marilyn® Brush a leader in the industry.

Designed specifically with the professional stylist in mind, the Marilyn® Brush hourglass bristling area adapts perfectly to the shape of the head allowing for more contact and control! The Marilyn® Brush is designed to assist in eliminating carpal tunnel syndrome with a simple 1/4 turn of the brush, the hair locks into place.

Let Marilyn® do the work for you—**NO MORE WINDING!**

#### Products



Learn More about our full line of products.

#### How To



Tips and Tricks to use everyday.

#### Contact Us



Contact us for any questions, concerns, or comments

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9/20/13 10:19 AM

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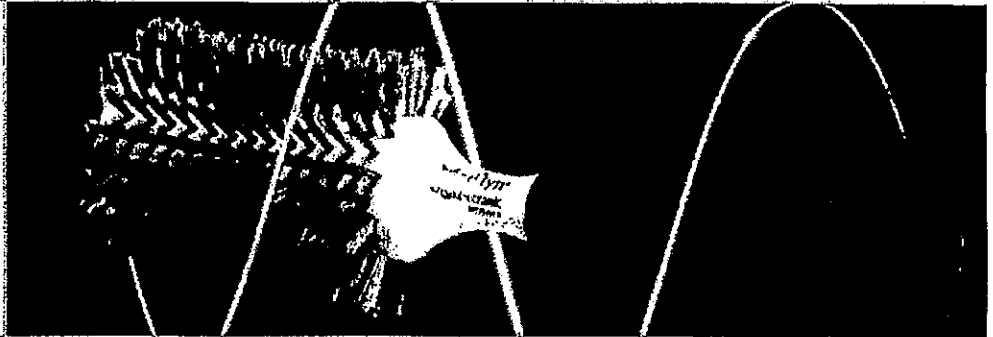


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"I am drawn to the Ovali Pro because I love the shape, the non-slip handle and weight of the brush allow me to get a silky - full finish to the hair."

Lynn Tully Hair  
Department Head, *American Idol*

### FREQUENTLY ASKED QUESTIONS

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[Why choose a Marilyn® Brush?](#)

[How is a Marilyn® Brush different?](#)

[Why is the hourglass shape important?](#)

[Why boar bristle?](#)

[What is it about ceramic that makes hair look fabulous?](#)

[How do I measure the size of a brush?](#)

[Which brush do I use to create volume?](#)

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[What is the Marilyn® Brush return policy?](#)

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Marilyn® Brushes can be found nationwide at fine salons, spas and beauty supply stores. If you can't find a Marilyn® Brush in your area then click [here](#).

All beauty supply retailers that want to sell Marilyn® Brushes please call (800) 783-9969.

### WHY CHOOSE A MARILYN® BRUSH?

The Marilyn® Brush is the original hourglass shaped brush designed to minimize styling time and give people more freedom in styling their hair.

A Marilyn® Brush is innovation by design with the first and only successful advanced hourglass design using exceptional quality and natural boar bristles with a unique bristling pattern.

## **HOW IS A MARILYN® BRUSH DIFFERENT?**

A Marilyn® Brush is the true original hourglass shaped brush that uses only the finest materials including true ceramic barrels and natural boar bristles.

## **WHY IS THE HOURGLASS SHAPE IMPORTANT?**

The original hourglass shape in a Marilyn® Brush grabs the hair and keeps it on the brush so you don't have to continually pull at the hair to seal the cuticle.

## **WHY BOAR BRISTLE?**

A boar bristle brush sleeks and smoothes the hair and increases the shine. Natural boar bristle and 'C-cut' boar bristle which is the best cut of the bristle are only what are used in the creation of a Marilyn® Brush. The C-cut boar bristle brush distributes the hair's natural oils and seals the cuticle to promote healthy hair.

## **WHAT IS IT ABOUT CERAMIC THAT MAKES HAIR LOOK FABULOUS?**

A ceramic brush evenly distributes heat from the dryer and protects the hair while creating fabulous style. A ceramic brush holds heat at 180 degrees for up to 10 minutes.

## **HOW DO I MEASURE THE SIZE OF A BRUSH?**

Marilyn® brushes come in numerous sizes and are designed for different hair types and lengths. The size of a brush can be measured by placing a ruler at the top of a brush and the length from bristle end to bristle end is the size of your brush.

## **WHICH BRUSH DO I USE TO CREATE VOLUME?**

The best brush for creating volume is the Tuxedo Pro which is also the best selling brush within the line. The bristles on the Tuxedo Brush are angled to the barrel for added volume.

### WHICH BRUSH SHOULD I USE TO STRAIGHTEN MY HAIR?

The Double S Pro is designed to straighten hair and seal the cuticle which results in smooth sleek hair. The Double S Pro features 100% reinforced boar bristle to distribute sebum on the hair and the bristles are perpendicular to the barrel for straightening.

### WHY DOES EVERY MARILYN® BRUSH HAVE A FOAM HANDLE?

The Marilyn® Brush is ergonomically designed with a foam handle to give stylists and home users the best experience possible. The brush stays in your hand absolutely no slipping from wet hands. Foam handle creates a firm ergonomic grip.

### WHAT IS THE MARILYN® BRUSH RETURN POLICY?

RETURN POLICY: Products remain the property of Robanda International, Inc. until fully paid for. All damages/shortages **MUST** be reported within 48 hours of receipt of goods. Returns must be approved by our Corporate Office, where upon an RA # is given and a 20% restocking fee will be charged, freight is payable by customer. Unless, goods are defective/damaged upon receipt, restocking fee/freight charges will be waived.

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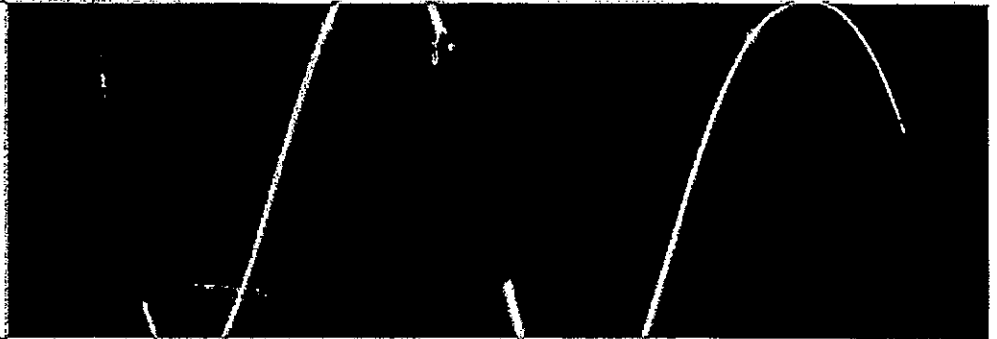


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For more information or to purchase products, please visit: [www.themarilynbrush.com](http://www.themarilynbrush.com)

# The Marilyn<sup>®</sup> Brush



The Marilyn Brush

← ProRituals  
Tropical Shine →

**For customer service or general Robanda inquiries, contact us at:**

**Robanda International**  
1245 Knoxville Street  
San Diego, California, 92110 USA

**US Toll Free:** +1 800 783 9969  
**Telephone:** +1 619 276 7660  
**FAX:** +1 619 276 7661  
**E-mail:** [sales@robanda.com](mailto:sales@robanda.com)

For press/media inquires, please contact Casey Sorrell, Public Relations at [casey@robanda.com](mailto:casey@robanda.com) or (619) 276-7660

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Manuel L. Real and the assigned Magistrate Judge is Andrew J. Wistrich.

The case number on all documents filed with the Court should read as follows:

2:13-CV-7029-R (AJWx)

Unless otherwise ordered, the United States District Judge assigned to this case will hear and determine all discovery related motions.

Clerk, U. S. District Court

September 23, 2013

Date

By MDAVIS

Deputy Clerk

---

---

NOTICE TO COUNSEL

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

**Subsequent documents must be filed at the following location:**

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Western Division<br>312 N. Spring Street, G-8<br>Los Angeles, CA 90012 | <input type="checkbox"/> Southern Division<br>411 West Fourth St., Ste 1053<br>Santa Ana, CA 92701 | <input type="checkbox"/> Eastern Division<br>3470 Twelfth Street, Room 134<br>Riverside, CA 92501 |
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Name & Address:  
R. Joseph Trojan, CA Bar 137,067  
TROJAN LAW OFFICES  
9250 Wilshire Blvd., Suite 325  
Beverly Hills, CA 90212  
Tel (310) 777-8399 trojan@trojanlawoffices.com

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

NINA PARKINSON, an individual	CASE NUMBER
PLAINTIFF(S) v.	<b>CV 13-07029</b> <i>R (ASLW)</i>
ROBANDA INTERNATIONAL, INC., a California Corporation, DEFENDANT(S).	SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, R. Joseph Trojan, whose address is Trojan Law Offices, 9250 Wilshire Blvd., Ste. 325, Beverly Hills. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: SEP 23 2013

Clerk, U.S. District Court

By: MARILYN DAVIS  
Deputy Clerk



(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself)
NINA PARKINSON, an individual
DEFENDANTS
ROBANDA INTERNATIONAL, INC., a California Corporation,
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
R. Joseph Trojan, CA Bar 137,067, TROJAN LAW OFFICES, 9250 Wilshire Blvd., Suite 325, Beverly Hills, CA 90212, Tel (310) 777-8399
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)
III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)
Table with columns for Plaintiff and Defendant citizenship and incorporation status.

IV. ORIGIN (Place an X in one box only.)
V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: Yes No
MONEY DEMANDED IN COMPLAINT: \$ To be determined

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Trademark Infringement and Unfair Competition
VII. NATURE OF SUIT (Place an X in one box only.)

Table with 6 columns: OTHER STATUTES, CONTRACT, REAL PROPERTY, TORTS, PRISONER PETITIONS, CIVIL RIGHTS, LABOR. Contains various legal categories and checkboxes for selection.

CV 13-07029

FOR OFFICE USE ONLY: Case Number:
AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	San Diego

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): \_\_\_\_\_ Date 9/272013

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))