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March 18, 2004

Kent G. Anderson  
925 N. Griffin  
Bismarck, ND 58501

**RE: Chantecaille Beaute**

Dear Kent:

Enclosed is a draft of agreement with Chantecaille Beaute for your review.

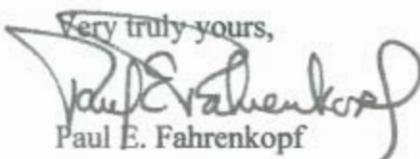
The agreement with Chantecaille Beaute differs from our proposed agreement in the following ways:

1. Chantecaille's business address has changed.
2. Chantecaille has amended its application so that the goods read "cosmetics, namely make-up, including foundation" and amended the agreement accordingly.
3. Chantecaille's limitation on use depends on the ultimate and continued registration of your marks. See Paragraph 5.
4. Please review Paragraph 14 carefully (regarding scope of agreement).

I will call you next week so we can discuss the agreement.

Take care.

Very truly yours,



Paul E. Fahrenkopf

Enclosure:  
Draft of agreement with Chantecaille Beaute

**AGREEMENT**      REVISED 3/3/04

**AGREEMENT BY AND BETWEEN CHANTECAILLE BEAUTÉ, INC.**

(hereinafter referred to as "Chantecaille") a New Jersey Corporation, having a business address of 284 Mott Street , Suite C, New York, New York 10012, and KENT G. ANDERSON

(hereinafter referred to as "Anderson") a U.S. citizen, residing at 925 N. Griffin Street, Bismarck, North Dakota 58501; and

WHEREAS, on May 30, 2000, Chantecaille filed a trademark application which is pending in the United States Patent and Trademark Office, namely, U.S. application serial number 76/059,265 for the mark FUTURE SKIN for cosmetics, namely makeup, including foundation;

WHEREAS, Chantecaille has filed an amendment to its trademark application asserting actual use in commerce, with a date of first use of its mark as April 2000, which amendment is pending in the United States Patent and Trademark Office;

WHEREAS, on May 19, 1999, Anderson filed an intent-to-use trademark application which is pending in the United States Patent and Trademark Office, namely, U.S. application serial number 75/709,139 for the mark FUTURE LOOK And Design for "hair and beauty care products, namely, compacts containing make-up, lip stick, nail polish, facial makeup, pre-moistened cosmetic tissues, facial creams, skin lotions, anti-wrinkle creams, skin soap, hair shampoos and conditioners, hair coloring, hair cologne, perfume and non-medicated dog shampoos";

WHEREAS, on May 15, 2000, Anderson filed an intent-to-use trademark application which is pending in the United States Patent and Trademark Office, namely, U.S.

application serial number 76/049,367 for the mark FUTURE And Design for the goods in the attached Exhibit 1;

WHEREAS, Anderson's U.S. application serial number 76/049,367, has been cited as a bar to registration of Chantecaille's U.S. application serial number 76/059,265 of the mark FUTURE SKIN;

WHEREAS, Chantecaille filed a Notice of Opposition against U.S. application serial number 76/049,367 under official opposition number 154,189 (hereinafter referred to as the "Opposition");

WHEREAS, the parties believe that confusion is unlikely and Chantecaille is willing to dismiss the opposition if Anderson's U.S. application serial number 76/049,367 is withdrawn as a bar to Chantecaille's registration of U.S. application serial number 76/059,265;

WHEREAS, the parties are desirous of protecting their respective interests and preventing confusion in the marketplace and wish to avoid any conflict in connection therewith,

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Chantecaille and Anderson agree that there is no likelihood of confusion or conflict between Chantecaille's U.S. application serial number 76/059,265 for the mark FUTURE SKIN, for the goods specified therein, and Anderson's U.S. application serial number 76/049,367 for the mark FUTURE And Design, for the goods specified therein. Chantecaille and Anderson further agree that there is no likelihood of confusion or conflict between Chantecaille's U.S. application serial number 76/059,265 for the mark FUTURE SKIN, for the

goods specified therein, and Anderson's U.S. application serial number 75/709,139 for the mark FUTURE LOOK And Design and the goods specified therein.

2. Chantecaille and Anderson agree that the differences in overall commercial impression of their respective marks in connection with differences in the respective goods for which they are associated are sufficient to prevent a likelihood of confusion in the market place.

3. Anderson consents to the use and registration by Chantecaille of the mark FUTURE SKIN (Ser. No. 76/059,265) for the goods set forth in said application as described above, e.g. cosmetics, namely, make-up including foundation, but does not consent to the use or registration of FUTURE SKIN for any other products or services.

4. Chantecaille consents to the use and registration by Anderson of the mark FUTURE And Design (Ser. No. 76/049,367) and for the mark FUTURE LOOK And Design (Ser. No. 75/709,139) for the goods set forth in said applications as described above, but does not consent to the use or registration of FUTURE And Design or FUTURE LOOK And Design for any other products or services.

5. Chantecaille agrees that it will not use or attempt to register the mark FUTURE SKIN in the United States for goods other than make-up, including foundation, during the pendency of Anderson's intent-to-use applications identified above, and for as long as any registrations based on Anderson's pending applications which cover cosmetic products remain in force. Chantecaille's obligations under this Paragraph shall terminate, however, if both of Anderson's pending applications for FUTURE LOOK and/or FUTURE are ultimately abandoned for failure to file a statement of use, if Anderson does not ultimately receive registrations for FUTURE LOOK and/or FUTURE based on the pending applications which cover cosmetic

products of any kind, or if such registrations for FUTURE LOOK and/or FUTURE which do cover cosmetic products cease to be in force for any reason.

6. Promptly after this Agreement is signed, Chantecaille will file a copy of the agreement in its U.S. application serial number 76/059,265 for the mark FUTURE SKIN and ask the Examiner to withdraw the blocking citation of Anderson's U.S. application serial number 76/049,367 for the mark FUTURE And Design.

7. Chantecaille shall withdraw the Opposition upon acceptance by the U.S. Patent and Trademark Office of this Agreement and the withdrawal of Anderson's U.S. application serial number 76/049,367 for the mark FUTURE And Design as a bar to registration of Chantecaille's U.S. application serial number 76/059,265 for the mark FUTURE SKIN. The parties agree to suspend the Opposition until such time as this Agreement is accepted.

8. The parties, and each of them, agree to cooperate with one another or execute such other agreements as the United States Patent and Trademark Office might request to give effect to this Agreement. In the event this Agreement is unacceptable to the United States Patent and Trademark Office, the parties agree to cooperate and consult with one another, in good faith, to make the form of the Agreement comport with the requirements of the United States Patent and Trademark Office.

9. In the event that the United States Patent and Trademark Office does not accept this Agreement and refuses to register Chantecaille's U.S. application serial number 76/059,265 for the mark FUTURE SKIN on the basis of citation of the other party's respective mark(s), then the terms of this Agreement are to be considered null and void as if the parties had never entered into this Agreement.

10. Chantecaille and Anderson have agreed to contact each other in the event that either party becomes aware of any circumstances indicating a likelihood of confusion between their use or registration of their respective marks and will cooperate to take necessary measure to prevent such likelihood of confusion, if necessary.

11. Chantecaille and Anderson will execute any further agreements needed to carry out the spirit and intent of this Agreement.

12. This Agreement constitutes the entire Agreement between the parties and cannot be amended without a writing duly signed by authorized officials of the parties.

13. This Agreement is binding on all successors, assigns, (including successors in ownership or assigns of the marks at issue) parents, licensees, subsidiaries, entities owned or controlled by a party, or in which a party is a partner, affiliates, and divisions of the parties. Each party shall have the right to assign this Agreement.

14. The geographic scope of this Agreement is worldwide, but shall apply only with respect to the marks of the parties identified herein, and with respect to the goods and services identified in the U.S. trademark applications of the parties identified herein. Further, beginning six months after the effective date of this agreement, Chantecaille shall be free to use and seek registration of the mark FUTURE SKIN for cosmetic products other than makeup and foundation in any country in which Anderson has not obtained a registration of the marks FUTURE and/or FUTURE LOOK for cosmetic products, or does not have an application pending to register the marks FUTURE and/or FUTURE LOOK for cosmetic products.

15. The effective date of this Agreement is the last date identified below.