

*MRD 9-8-98*



100825088

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please enclose attached original documents or copy thereof.

1. Name of conveying party(ies):

Kanebo Kabushiki Kaisha (Kanebo, Ltd.)

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: August 25, 1998

2. Name and address of receiving party(ies)

Name: Unilever N.V.

Internal Address: \_\_\_\_\_

Street Address: Weena 455

The Netherlands

City: AL Rotterdam State: \_\_\_\_\_ ZIP: 3013

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,719,271

Additional numbers attached?  Yes  No

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

Name: Rowena S. DeLeon

Internal Address: 19th floor

Street Address: 390 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

*UOE*

8. Deposit account number:

21-0043

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

09/09/1998 SMITH 00000108 210043 1719271

DO NOT USE THIS SPACE

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9. Statement and signature.

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

Rowena S. DeLeon

Name of Person Signing

*Rowena S. DeLeon*

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, P.O. Box 500, Alexandria, VA 22304-5000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DESIGNATION OF DOMESTIC REPRESENTATIVE

Trademark:           PHYSIO  
Registration No.    1,719,271  
Assignee:           Unilever N.V.

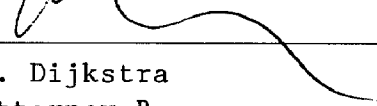
Kenneth C. Leonard, Peter Mendelson and Eric W. McCormick, of Lever House, 390 Park Avenue, 19th floor, New York, New York 10022 are all designated as Unilever N.V.'s representatives upon whom notices or process in proceedings affecting this trademark may be served.

POWER OF ATTORNEY

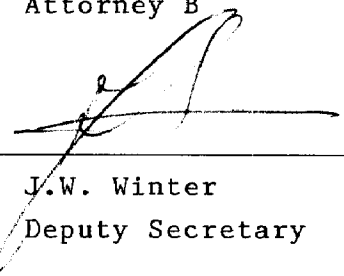
Unilever N.V., a corporation organized under the laws of The Netherlands, having its address at Weena 455, 3013 AL Rotterdam, The Netherlands, hereby appoints Kenneth C. Leonard, Peter W. Mendelson and Eric W. McCormick, members of the Bar of the State of New York, to prosecute this recordation of assignment of trademark and to transact all business in the Patent and Trademark Office in connection therewith.

UNILEVER N.V.

Date: August 25, 1998

By:   
Name: G. Dijkstra  
Title: Attorney B

Date: August 25, 1998

By:   
Name: J.W. Winter  
Title: Deputy Secretary

(both duly authorized)

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TRADEMARK ASSIGNMENT AND AGREEMENT

Assignment and Agreement dated as of August 25, 1998, between Unilever N.V., located at Weena 455, 3013 AL Rotterdam, The Netherlands (hereinafter referred to as "Assignee"), and Kanebo Kabushiki Kaisha (Kanebo, Ltd.), located at No. 17-4, Sumida 5-Chome, Sumida-Ku, Tokyo, Japan (hereinafter referred to as "Assignor").

WHEREAS, Assignor has used the mark PHYSIO (the "Trademark") on and in connection with shampoo, rinse, hair tonic, hair cream and hair conditioner, and represents that it is the owner of said mark and the following trademark registration in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
PHYSIO	1,719,271	September 22, 1992

WHEREAS, Assignee is desirous of acquiring said Trademark and the registration therefor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed:

1. Assignor does hereby assign unto the Assignee all right, title and interest in and to the Trademark, together with the good will of the business symbolized by the mark, and the above identified registration thereof. Assignor agrees that it shall not challenge Assignee's right to use or register the mark PHYSIO. Assignor further agrees, upon the request of Assignee, to execute and deliver such documents and instruments of conveyance and transfer as Assignee may reasonably request in order to consummate more effectively the purchase and sale of the Trademark and to vest in Assignee good title to the Trademark.

2. Assignee shall pay to Assignor the sum of 400,000 yen upon the execution of this Assignment and Agreement.

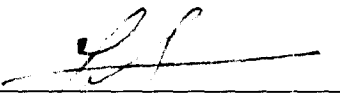
3. This Assignment and Agreement sets forth the entire agreement between the parties, and supercedes any and all other agreements between the parties, whether written or oral, on the same subject matter. The terms hereof may not be changed or modified except by an instrument in writing duly signed on behalf of Assignee and Assignor. This Assignment and Agreement shall be executed in two counterparts, each of which shall be considered an original.

4. Each of the parties below are officers of their respective corporations and hereby acknowledge that they have the authority to bind their respective parties to this Assignment and Agreement.

5. The Assignment and Agreement shall be binding upon the parties, their successors and assigns, and all others acting by, through or in privity therewith.

IN WITNESS WHEREOF, the parties hereto caused this Assignment and Agreement to be duly executed in their respective names as of the day and year first above written

UNILEVER N.V.

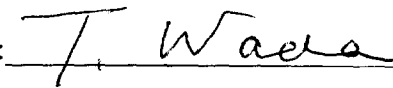
By: 

Name: J.W. Winter

Title: Deputy Secretary

Date: 22 July 1998

KANEBO KABUSHIKI KAISHA  
(KANEBO, LTD)


By: 

Name: TATSUO WADA  
MANAGING DIRECTOR

Title: EXECUTIVE MANAGER, COSMETIC DIV.

Date: 25 AUG. 1998

and

By: 

Name: G. Dijkstra

Title: Attorney B

Date: 22 July 1998

(both duly authorized)