



07-15-1999

U.S. Patent & TMO/c/TM Mail Ropt Dt. #22

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RECORDA  
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101096672

Asst. Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202

RE: Our File: TC153.17

1. Name (and address) of conveying party(ies)

2. Name and Address of receiving party(ies)

YARDLEY RECEIVERSHIP REALISATIONS  
(No. 2) (FORMERLY YARDLEY &  
COMPANY) LIMITED(in administrative  
receiver ship) Box 730,  
20 Faringdon St.  
London EC4A 4PP ENGLAND

FINE FRAGRANCES & COSMETICS  
LIMITED  
74 Oldfield Road  
Hampton, Middlesex  
TW12 2HR, ENGLAND

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-British
- Other

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

3. Nature of conveyance:

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

Execution Date: 12/21/98

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

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)

07/21/1999 MTHAI1 00000276 334333

334,333  
379,206

01 FC:481  
02 FC:482

Additional numbers attached <sup>40.00 OP</sup> <sub>25.00 OP</sub>  Yes  No

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

TRADEMARK  
REEL: 001931 FRAME: 0890

COLLEN LAW ASSOCIATES, P.C.  
Scarborough Station - Box 306  
Scarborough, New York 10510-0806

6. Total number of applications and registrations involved: 2

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7. Total fee (37 CFR 3.41) \$ 65.00

- (X ) Enclosed  
( ) Authorized to be charged to deposit account  
( ) Already submitted
- 

8. Deposit account number:  
03-2465

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

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DO NOT USE THIS SPACE

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9. 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.

Jess M. Collen  
Name of person signing

  
Signature

July 15, 1999  
Date

Total number of pages comprising cover sheet, attachments and documents. 7

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JMC:mlw

Enclosures: - Assignment Document  
- Check for recording fee of \$65.00

NOTE: IF THERE IS ANY FEE DUE AT THIS TIME, PLEASE CHARGE IT TO OUR DEPOSIT ACCOUNT NO. 03-2465 AND ADVISE.

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS EXPRESS MAIL, REGISTRATION NO. EM 169949945US IN AN ENVELOPE ADDRESSED TO: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202

COLLEN LAW ASSOCIATES, P.C., BOX 306, SCARBOROUGH STATION, SCARBOROUGH, NEW YORK 10510-0806

By: 

Date: 7/15/99

A:\TC15317.1

TRADEMARK

REEL: 001931 FRAME: 0891

**YARDLEY RECEIVERSHIP REALISATIONS (NO. 2 )**

**(FORMERLY YARDLEY & COMPANY) LIMITED**

**(in administrative receivership)**

**ROGER HOWARD OLDFIELD AND ANTONY BRITAIN THOMPSON**

**- and -**

**FINE FRAGRANCES & COSMETICS LIMITED**

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**TRADE MARK ASSIGNMENT**

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**CLIFFORD CHANCE**

**TRADEMARK  
REEL: 001931 FRAME: 0892**

**THIS ASSIGNMENT** is made on

**BETWEEN:**

- (1) **YARDLEY RECEIVERSHIP REALISATIONS (No.2) (FORMERLY YARDLEY & COMPANY) LIMITED** (in administrative receivership), a company incorporated in England and Wales (registered no. 32155), whose registered office is at P O Box 730, 20 Farringdon Street, London EC4A 4PP (the "Assignor"), acting by its Joint Administrative Receivers (in their capacity as agents of the Assignor and without personal liability), Roger Howard Oldfield and Antony Brittain Thompson, both insolvency practitioners of KPMG of PO Box 730, 20 Farringdon Street, London EC4A 4PP (the "Receivers");
- (2) **THE RECEIVERS**; and
- (3) **FINE FRAGRANCES & COSMETICS LIMITED**, being a company incorporated in England with registration number 1967340 and whose registered office is at 74 Oldfield Road, Hampton, Middlesex TW12 2HR (the "Assignee").

**THE PARTIES AGREE** as follows:

1. **DEFINITIONS**

- 1.1 Terms used herein will have the same meaning as in the Sale Agreement (as defined in Clause 1.2 below) unless otherwise defined herein.
- 1.2 In this Assignment:

"Sale Agreement" means the agreement dated 21 December 1998 and made between (inter alia) the Assignor, acting by the Receivers, the Receivers and the Assignee;

"Trade Marks" means the trade marks listed in the schedule to this Assignment registered in the United States of America.

2. **ASSIGNMENT**

- 2.1 In consideration of the sum of £1 now paid by the Assignee to the Assignor (acting by its Receivers) the receipt of which is hereby acknowledged, the Assignor (acting by the Receivers) hereby assigns and transfers to the Assignee subject to all rights, licences, claims, encumbrances, liens, charges and other interests of any third party and on the terms set out herein:
  - (a) such right, title and interest as the Assignor may have (if any) in and to the Trade Marks;
  - (b) such right, title and interest as the Assignor may have (if any) in the goodwill attaching to the Trade Marks.

2.2 The Assignee acknowledges and accepts that it may hereafter be found that as a result of a previous disposal or transfer or otherwise, the Assignor may not have title to or any interest in any of the Trade Marks, notwithstanding that such Trade Marks may be registered in the Assignor's name. The Assignee further accepts that certain of the Trade Marks may have lapsed, been cancelled or abandoned or may not be valid or enforceable. The parties agree that this Assignment shall have no effect upon such Trade Marks and that the schedule to this Assignment shall be deemed amended by the deletion of that item, but as a result the consideration payable pursuant to the Sale Agreement or this Assignment shall not be affected and no right of rescission shall arise. The Assignee shall use and otherwise exploit the Trade Marks in the USA at its own risk.

3. **EXCLUSIONS**

All representations, warranties, covenants, express or implied, and whether statutory or otherwise, are expressly excluded upon and in relation to the transfer of the Trade Marks. Without limiting those general words of exclusion, there are excluded particular representations, warranties, covenants and conditions as to the validity and enforceability and as to the legal and beneficial ownership of the Trade Marks and representations, warranties, covenants and conditions that use of the Trade Marks do not and have not infringed the rights of any third party and are not and have not been infringed.

4. **MISCELLANEOUS COMMERCIAL PROVISIONS**

The provisions of Clauses 17, 18, 23, 24.2, 25.3 and Schedule 2 of the Sale Agreement shall be incorporated, mutatis mutandis, into this Assignment as if set out in full herein and shall supersede the terms of this Assignment and as if references to the Sale Agreement are references to this Assignment, references to the Vendors are references to the Assignor and references to the Purchaser are references to the Assignee.

5. **FURTHER ASSURANCE**

The Assignee shall be entitled to apply to be registered as proprietor of any of the Trade Marks in the USA and the Assignor (acting by the Receivers) shall, provided a request for assistance is made within 6 months of Completion and such assistance is carried out and completed within such 6 month period and provided no more than a reasonable amount of time is involved on the part of the Assignor, the Receivers and their staff, do such acts and sign and swear such documents as may be reasonably required by the Assignee to vest the Trade Marks in the Assignee, all reasonable fees and expenses incurred by the Assignor and the Receivers associated therewith being borne by the Assignee. It is agreed that such documents may include powers of attorney and short form confirmatory assignments which shall be drafted by the Assignee and at its cost, but in a form acceptable to the Assignor (acting by the Receivers). In the event of conflict or inconsistency between such short form

confirmatory assignments and the terms of this Assignment, the terms of this Assignment shall prevail in every respect and such short form confirmatory assignments shall not be construed as a waiver by either party of any of its rights under this Assignment or the Sale Agreement or as a variation thereof.

6. **GOVERNING LAW**

This Assignment is governed by, and shall be construed in accordance with, English law. The parties submit to the exclusive jurisdiction of the English courts for all purposes relating to this Assignment.

**IN WITNESS** the hands of the Receivers as agents of the Assignor, the Receivers on their own behalf (without personal liability) and of a duly authorised representative of the Assignee first above written

**SIGNED** by )  
for and on behalf of )  
Yardley Receivership Realisations (No. 2) )  
(Formerly Yardley & Company) Limited )  
(in administrative receivership) )  
as its agent and without personal liability )

**EXECUTED** by Roger Howard Oldfield )  
on his own behalf but without personal liability )

**EXECUTED** by Antony Brittain Thompson )  
on his own behalf but without personal liability )

**SIGNED** by )  
for and on behalf of )  
Fine Fragrances & Cosmetics Limited )

**SCHEDULE**

COUNTRY	TRADE MARK	REGISTRATION NO.
U.S.A	TWEED	334333
U.S.A.	TWEED	379206