

01-28-2000

FORM PTO-1594

RF

1-31-92



S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks.

101252328

thereof.

1. Name of conveying party(ies):

The Estate of Walter Langer

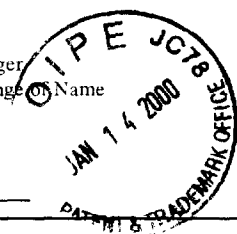
- Individual(s)
- General Partnership
- Corporation State
- Other Estate
- Association
- Limited Partnership

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

3. Nature of Conveyance:

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

Execution Date: February 3, 1989



2. Name and address of receiving party(ies):

Name: Chesebrough-Ponds, Inc.

Address: 33 Benedict Place
Greenwich, CT 06830

7-14-00

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation of New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

508,346

Additional numbers attached? Yes No

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

Jeffrey H. Kaufman, Esquire
Jordan S. Weinstein, Esquire
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 4071-0028-33

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 15-0030
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

Jeffrey H. Kaufman
Name of Person Signing

Jeffrey H Kauf 1/14/00
Signature Date

Total number of pages including cover sheet, attachments, and document: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

01/27/2000 DNGUYEN 00000194 508346

01 FC:481

40.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

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TRADEMARK
REEL: 002012 FRAME: 0533

ASSIGNMENT

ASSIGNMENT dated February 3, 1989 from the Estate of Walter Langer ("Seller") to Chesebrough-Pond's Inc. ("Purchaser").

WHEREAS, Seller and Purchaser are parties to a Trademark Purchase Agreement dated as of December 28, 1988 (the "Trademark Purchase Agreement"); and

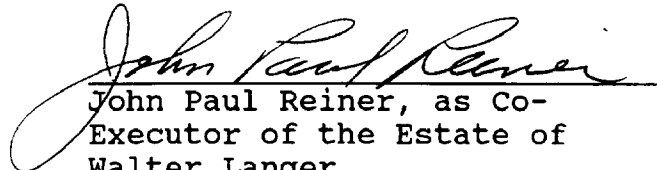
WHEREAS, Seller, doing business as Evyan Perfumes, a sole proprietorship whose chief executive office is located at 350 East 35th Street, New York, New York, has adopted, used and is using the marks that are the subject of the registrations and applications in the United States Patent and Trademark Office set forth in Exhibit A hereto (the "Trademarks"); and

WHEREAS, the Trademark Purchase Agreement provides that, on the Asset Closing Date (as such term is defined in the Trademark Purchase Agreement), Seller shall sell, assign and transfer to Purchaser all of Seller's right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller does hereby sell, assign and

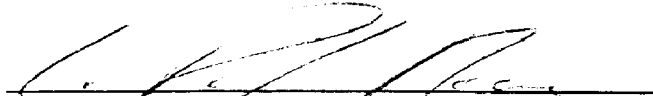
transfer all of Seller's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and past common law causes of action and the registrations and applications therefor. Such sale, assignment and transfer is without representation or warranty except as provided in the Trademark Purchase Agreement.

IN WITNESS WHEREOF, a co-executor of Seller has caused this Assignment to be executed on the date first set forth above.


John Paul Reiner, as Co-
Executor of the Estate of
Walter Langer

State of New York)
 : ss.
County of New York)

On this 3rd day of February, 1989, personally came John Paul Reiner, known to me, who being duly sworn did depose and say that he is a co-executor of the Estate of Walter Langer, that he signed the foregoing instrument and that he is duly authorized to sign said instrument.



Notary Public

My Commission Expires:

E. PARKER NEAVE
Notary Public, State of New York
No. 31-4928087
Qualified in New York County
Commission Expires April 25, 1990

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

SCHEDULE OF REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATED</u>
WHITE SHOULDERS	402,138	6/29/43
WHITE SHOULDERS	439,566	7/6/48
MOST PRECIOUS	443,704	1/24/50
WHITE SHOULDERS SPLASH	444,506	6/5/51
EVYAN	508,346	4/12/49
M.P.	713,948	4/11/61
W.S.	713,949	4/11/61
THE BARON	825,067	2/28/67
CIRCLE & CROWN	1,015,607	7/15/75
WHITE SHOULDERS PLUS DESIGN	1,130,646	2/12/80
WHITE SHOULDERS DESIGN (CAMEO)	1,185,351	1/12/82
WHITE SHOULDERS AND KEY TOP BOTTLE DESIGN	1,219,604	12/14/82
MISCELLANEOUS DESIGN (BELL-SHAPED DECANTER)	1,286,708	7/24/84
THE BARON AND BOTTLE DESIGN	1,320,273	2/19/85
CAMEO BOTTLE DESIGN	1,320,274	2/19/85
WHITE SHOULDERS (FANCIFUL)	1,366,234	10/22/85
EVYAN (STYLIZED)	1,386,500	3/18/86
THE BARON (STYLIZED)	1,387,197	3/25/86
MOST PRECIOUS	1,410,061	9/23/86
WHITE SHOULDERS BY EVYAN	1,458,455 (SN. 642,192)	9/22/87
MISCELLANEOUS BOTTLE DESIGN	1,473,789 (SN. 631,848)	1/26/88

TRADEMARK