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To the Honorable Commissioner of Patents and Trademarks: Please

101384583

MAY 31 2000

I. Name of conveying party(ies):

MEM Company, Inc.
3 Landmark Square, 5th Floor
Stamford, CT 06901-2501

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

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

2. Name and Address of receiving party(ies)

Name: Guus Wauben Holding B.V.
Address: Herengracht 548
1017 CG Amsterdam

- Individual(s) citizenship
- Corporation - Netherlands
- Association
- General Partnership
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: July 30, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1838327

Additional numbers attached? Yes No

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

Deborah K. Squiers, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41)..... \$ 40

- Enclosed
- Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. _____

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

06/19/2000 JSHADAZZ 00000161 1838327

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40.00 DP

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.

Deborah K. Squiers
Name of Person Signing

Deborah Squiers
Signature

May 31, 2000
Date

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

Mail to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

"Express Mail" mailing label number **EL0077114645**
 Date of Deposit **MAY 31 2000**
 I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2800 Crystal Drive, Arlington, Virginia 22202 on **5-31-2000**
Esther Seitzer
 Typed or printed name of person mailing paper or fee
TRADEMARK
 Signature of person mailing paper or fee

Attorney Ref. 19235-00

TRADEMARKS - US

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Guus Wauben Holding B.V., hereby appoints Deborah K. Squiers, Jeffrey H. Epstein, Arthur J. Greenbaum, David Goldberg, William M. Borchard, Baila H. Celedonia, Mary L. Kevlin, Lynn S. Fruchter and all other attorneys of Cowan, Liebowitz & Latman, P.C., 1133 Avenue of the Americas, New York, New York 10036-6799 as its domestic representative upon whom notices or process in proceedings affecting the Trademark set forth below may be served.

<u>Trademarks</u>	<u>Registration Nos.</u>
CANOE	423843
CANOE	425306
CANOE DANA & DESIGN	786219
CANOE DANA & DESIGN	795799
CANOE	1169805
CANOE	1447663
LOVE'S CLEAN & NATURAL	1838327

GUUS WAUBEN HOLDING B.V.

By: 

Name: Alfred R. Cowger

Title: Managing Director

an officer of the corporation

Dated: 5/26, 2000

SAF/SAF/19235/00/417523.1

TRADEMARK
REEL: 002089 FRAME: 0770

ASSIGNMENT OF TRADEMARKS


WHEREAS, MEM Company, Inc., a New York corporation having an address at 3 Landmark Square, 5th Floor, Stamford, CT 06901-2501 (hereinafter "Assignor") has used or intends to use the trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, service names, service name rights, brand names, trade dress, business and product names, logos and slogans including but not limited to those listed on Schedule A attached hereto (hereinafter referred to as "the said marks"); and

WHEREAS, New Dana Perfumes Corporation, a Delaware corporation (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said marks in the United States and throughout the world and to the pending or issued registrations also including but not limited to those set forth on Schedule A attached hereto (hereinafter referred to as "the said registrations"), together with the goodwill of the business in connection with which the said marks and said registrations are used and which are symbolized by the said marks and said registrations, along with all claims and causes of action for infringement arising after July 30, 1999;

NOW, THEREFORE, for good and valuable consideration including, without limitation, the consideration paid to Assignor pursuant to that certain Asset Purchase Agreement by and among DPC Acquisition Corp., Assignor and certain other affiliates of Assignor dated as of June 28, 1999 (the "Asset Purchase Agreement"), receipt of which is hereby acknowledged, pursuant to and in accordance with the Asset Purchase Agreement, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the said marks and registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said marks and registrations are used and which are symbolized by the said marks and registrations, along with all claims and causes of action for infringement arising after July 30, 1999;

Assignor agrees to, at Assignee's request and without expense (including without limitation expenses relating to recordals), execute and deliver such other instruments and take such other actions as Assignee may reasonably request to more effectively put Assignee in possession and operating control of all or any part of said marks and registrations. Assignor will cooperate with Assignee to deliver such bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer (including but not limited to assignment of any said marks and registrations in recordable form), in form and substance reasonably satisfactory to Assignee and its counsel, as are commercially reasonable under the circumstances to vest in Assignee good and valid title to said marks and registrations free and clear of any Encumbrances (as such term is defined in the Asset Purchase Agreement); provided, however, that Assignor shall have no obligation to record any of said marks and the parties shall be responsible for fees, taxes and expenses as set forth in the Asset Purchase Agreement. Assignee shall be responsible for all fees or taxes associated with the generation of any endorsement, assignment and other good and sufficient instruments of conveyance as contemplated by the Asset Purchase Agreement.

MEM COMPANY, INC.

By: 
Name: John R. Jackson
Title: Vice President and Secretary

SCHEDULE A

Country: **United States**

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
LOVES CLEAN & NATURAL	3	74/017373	1/8/90	1838327	5/31/94
