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U.S. Department of Commerce
Patent and Trademark Office

06-28-2000

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy in hereof.

I. Name of conveying party(ies):
 Dana Perfumes Corp.
 3 Landmark Square, 5th Floor
 Stamford, CT 06901-2501

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 30, 1999

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)

423843	425306	786219
795799	1169805	1447663

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:
6

7. Total fee (37 CFR 3.41)..... **\$ 165**

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)

(06/27/2000 DC0ATES 00000288 423843)

01 FC:481	40.00 00
02 FC:482	125.00 00

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 Deborah K. Squiers 6/1/00
 Name of Person Signing Signature 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 EL43213811745
 Date of Deposit JUNE 1, 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 6-1-2000

Esther C. Seltzer
 Trademark Examining Officer

ASSIGNMENT OF TRADEMARKS

WHEREAS, Dana Perfumes Corp., a Delaware 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, Guus Wauben Holding B.V., a Netherlands corporation, through its agent St. Honoré Holding, Inc., 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.

DANA PERFUMES CORP.

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>
CANOE	3			423843	9/10/46
CANOE	3			425306	11/12/46
CANOE DANA & DESIGN (2)	3			786219	3/2/65
CANOE DANA AND DESIGN	3			795799	9/7/65
CANOE	3			1169805	9/22/81
CANOE	25			1447663	7/14/87

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.

Trademarks	Registration Nos.
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

RECORDED: 06/01/2000

TRADEMARK
REEL: 002092 FRAME: 0897