

07-10-2001



7-05-01

REC 101772156EET

JUL - 5 2001

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

07/09/2001 DBYRME 00000278 1678041
01 FC:481 40.00 00

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1678043"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Pablo Meles

Pablo Meles

July 2, 2001

Name of Person Signing

Signature

Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Registration of Elemis Limited (for Assignment to
Cosmetics Limited)

Registration No.: 1678043

Registered: March 3, 1992

For: ELEMIS

DESIGNATION OF DOMESTIC REPRESENTATIVE

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

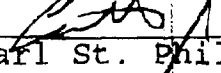
Sir:

Applicant hereby designates Akerman, Senterfitt & Eidson,
P.A., of 222 Lakeview Avenue, Fourth Floor, West Palm Beach,
Florida 33402, United States of America, as the Domestic
Representative on whom notices of process in proceedings
affecting the mark may be served.

The undersigned declares that he is the Vice President
of Cosmetics Limited, that he is authorized to execute the
declaration on its behalf; and that all statements made herein of
his knowledge are true and that all statements made on
information and belief are believed to be true; and further that
these statements were made with the knowledge that willful false
statements and the like so made are punishable by fine or
imprisonment, or both, under Section 1001 of Title 18 of the
United States Code and that such willful false statements may

FT110766;1

jeopardize the validity of the application or document or any registration resulting therefrom.

By:  _____
Carl St. Philip

Title: Vice President, Cosmetics Limited

Date: July 2, 2001

Docket No.: 7141-7

FT110766;1

TRADEMARK
REEL: 002325 FRAME: 0756

EXHIBIT "1"

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of July 1, 1998 by and among Elemis Limited, a United Kingdom company, ("Assignor"), and Cosmetics Limited, a Bahamas international business company ("Assignee").

WITNESSETH

WHEREAS, Assignor has developed, adopted and owns valuable rights in those certain trademarks and other intellectual property relating to beauty and skin products, including, but not limited to, the name "Elemis" and the related logo as more fully described in Schedule A respectively, attached hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, Assignor and Assignee have entered into that certain agreement dated as of the date hereof pursuant to which Assignor has agreed to convey to Assignee all of Assignor's rights in the Trademarks and execute this Assignment (the "Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

1. Assignor represents that the assertions with respect to Assignor in the recitals, above, are true.
2. Assignor hereby sells, transfers, assigns, releases and set over to Assignee, effective as of the date hereof, (i) all of the right, title and interest in, to and under the Trademarks and any and all applications and registrations relating thereto, described on Schedule A (ii) the goodwill of the business represented by, and associated with the Trademarks and all other intellectual property rights with respect to the matters described in clauses (i) and (ii), above, and (iii) the right to bring an action, and recover for all damages and profits and all other remedies for all past, present and future infringements of the Trademarks and to enforce all other rights of Assignor regarding the Trademarks, TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, from and after the date hereof.
3. Assignor represents and warrants that (i) none of the Trademarks is subject to any mortgage, pledge, lien, charge, encumbrance or other security interest or license except as provided in this Assignment, (ii) Assignor owns all right, title and interest in, to and under the Trademarks, (iii) the Trademarks constitute the only trademarks or other intellectual property rights in which

Assignor has any interest which relate to the business operated at any time, up to and including the date hereof, in connection with the Trademarks (the "Business"), (iv) the Trademarks constitute the only trademarks or other intellectual property used in connection with the Business and (v) Assignor has not failed to maintain any rights under the Trademarks.

4. At the further request of Assignee, Assignor shall cooperate with Assignee and execute all additional documents reasonably deemed necessary by Assignee for recording or evidencing, or for maintaining or preserving the transfer of title to Assignee in the Trademarks.

5. Assignor agrees that neither Assignor, nor any of its assignees, subsidiaries, shareholders, directors, officers, employees or agents will hereafter adopt or use any trademark, trade dress or name identical or colorably similar to any of the Trademarks or which dilutes or infringes upon, or tends to dilute or infringe upon the distinctiveness of any of the Trademarks except pursuant to a written agreement with Assignee or its designee.

6. Assignor agrees to disclose to Assignee upon execution of this Assignment and upon the request of Assignee subsequent to the date hereof, all trade secrets of Assignor relating to the business of Assignor that have been operated in connection with the Trademarks (the "Trade Secrets"). Assignor agree that, after the date hereof, Assignor shall not disclose any of the Trade Secrets to any individual or entity other than Assignee without the prior written consent of Assignee.

7. Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

ELEMIS LIMITED

By: 

Sean Harrington

COSMETICS LIMITED

By: 

Michèle Steiner Warshaw

SCHEDULE "A"

Country	Trademark Information	Registered	Applicant's Name	Applicant's Address	Registration No.	Registration Date	Applicable Law	Registration No.	Registration Date	Renewal Date	Status
United States of America	ELEMIS word in special form	3	ELEMIS Ltd	74/002045	1678043	16-Nov-1989	03-Mar-1992	1678043	03-Mar-1992	03-Mar-2002	Registered
Hong Kong	ELEMIS word and device	3	ELEMIS Ltd	83/01232	668 OF 1995	10-Feb-1993	10-Feb-1993	668 OF 1995	10-Feb-1993	10-Feb-2014	Registered
New Zealand	ELEMIS word and device	3	ELEMIS Ltd	224940	224940	17-Feb-1993	17-Feb-1993	224940	17-Feb-1993	17-Feb-2014	Registered
Turkish FS	ELEMIS word and device	3	ELEMIS Ltd	3284	3284	22-Apr-1993	05-Feb-1998	3284	05-Feb-1998	22-Apr-2014	Registered
Cyprus	ELEMIS word and device	3	ELEMIS Ltd	S13773/93	3773/93	20-May-1993	20-May-1993	3773/93	20-May-1993	20-May-2003	Registered
Singapore	ELEMIS word and device	3	ELEMIS Ltd	MA/9805/93	93/03805	28-May-1993	28-May-1993	93/03805	28-May-1993	28-May-2010	Registered
Malaysia	ELEMIS word and device	3	ELEMIS Ltd	03524/1993	VR 06125 1994	02-Jun-1993	25-Nov-1984	VR 06125 1994	25-Nov-1984	25-Nov-2004	Registered
Denmark	ELEMIS word and device	3	ELEMIS Ltd	2493/93	134227	04-Jun-1993	20-Sep-1984	134227	20-Sep-1984	20-Sep-2004	Registered
Finland	ELEMIS word and device	3	ELEMIS Ltd	B-93-05155	255536	04-Jun-1993	18-Feb-1984	255536	18-Feb-1984	18-Feb-2004	Registered
Sweden	ELEMIS word and device	3	ELEMIS Ltd	53240	145944	21-Jun-1993	21-Jun-1993	145944	21-Jun-1993	21-Jun-2003	Registered
Turkey	ELEMIS word and device	3	ELEMIS Ltd	256136	KOR 22461	25-Nov-1993	25-Nov-1993	KOR 22461	25-Nov-1993	25-Nov-2003	Registered
Thailand	ELEMIS word and device	3	ELEMIS Ltd	83030333	716439	27-Apr-1994	16-May-1996	716439	16-May-1996	15-May-2008	Registered
Taiwan	ELEMIS word and device	6	ELEMIS Ltd	83030334	690235	27-Apr-1994	16-Sep-1995	690235	16-Sep-1995	15-Sep-2005	Registered
Taiwan	ELEMIS word and device	7	ELEMIS Ltd	848062	848062	08-Dec-1994	08-Dec-1994	848062	08-Dec-1994	08-Dec-2004	Registered
Australia	ELEMIS word and device	3	ELEMIS Ltd	2043435	2043435	03-Nov-1995	03-Nov-1995	2043435	03-Nov-1995	03-Nov-2005	Registered
United Kingdom	AROMASPA word	3	ELEMIS Ltd	2047066	2047066	01-Dec-1995	01-Dec-1995	2047066	01-Dec-1995	01-Dec-2005	Registered
United Kingdom	THE ESSENCE OF LIFE word	3	Cosmetics Limited	2127645	2127645	25-Mar-1997	25-Mar-1997	2127645	25-Mar-1997	25-Mar-2007	Registered
United Kingdom	AROMAPURE word	3	ELEMIS Ltd	527507	527507	02-May-1997	02-May-1997	527507	02-May-1997		Pending
Community Trademark	AROMASPA word	3, 4, 5	ELEMIS Ltd	75/288070	75/288070	07-May-1997		75/288070	07-May-1997		Pending
United States of America	AROMAPURE word	3	ELEMIS Ltd	75/369791	75/369791	07-Oct-1997		75/369791	07-Oct-1997		Pending
United States of America	LA THERAPIE word's and device	3	Cosmetics Limited	836650	836650	22-May-1998		836650	22-May-1998	22-May-2008	Registered
Community Trademark	ELEMIS word	3, 5, 21	ELEMIS Ltd	836650	836650	22-May-1998		836650	22-May-1998	22-May-2008	Registered

United Kingdom	ELEMIS elemis words	3	Elemis Ltd	1361587	25-Oct-1988	25-Oct-2005	Registered
Germany	ELEMIS word	3, 5	Elemis Ltd	1187301	04-Aug-1989	31-Aug-2009	Registered
Hong Kong	ELEMIS word		Elemis Ltd				Not yet filed
Norway	ELEMIS word	3	Elemis Ltd	143921	24-Jan-1991	24-Jan-2011	Registered
United States of America	ELEMIS word		Elemis Ltd				Not yet filed