

09-04-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies):

Clarendon Consultants Ltd.

8-29-02

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

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

2. Name and address of receiving party(ies)

Name: Aladdin Fragrances, Inc.

Internal

Address:

Street Address: 35 Engel Street

City: Hicksville State: NY Zip: 11801

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 08/14/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,965,064 and 1,264,630

Additional number(s) attached Yes No

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

Name: Robert L. Sherman

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 75 E. 55th Street

City: NY State: NY Zip: 10022

6. Total number of applications and registrations involved:

2

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robert L. Sherman

Name of Person Signing

Signature

8-30-02

Date

123

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002574 FRAME: 0579

TRADEMARK ASSIGNMENT

This trademark assignment (sometimes this "Agreement"), effective as of August 2, 2002 (the "Effective Date"), is hereby made by and between Clarendon Consultants Ltd., a Nevis corporation, with offices at P.O. Box 556, Mainstreet, Charlestown, Nevis ("Assignor"), and Aladdin Fragrances, Inc., a New York corporation, with offices at 35 Engel Street, Hicksville, NY 11801, United States of America ("Assignee").

RECITALS

WHEREAS, Assignor is a party to the assignment agreement set forth as Exhibit 1 hereto;

WHEREAS, Assignor represents that pursuant to the assignment agreement attached hereto as Exhibit 1 it acquired certain trademark applications, trademark registrations and common-law trademarks as well as certain trade names and service marks, emblems and logos, as set forth on Schedule A hereto (the "Assigned Marks") and the related good will attached thereto;

WHEREAS, Assignor desires to transfer, assign, convey, deliver and vest all of its right, title and interest in and to the Assigned Marks and all of the goodwill associated therewith and all other rights Assignor may have with respect to such Assigned Marks;

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

A. Assignor hereby transfers, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Marks in the United States and throughout the world, any and all renewals, extensions and modifications thereof, together with the good will of the business symbolized by said Assigned Marks, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all infringement or dilution of the Assigned Marks from the date of this Agreement forward.

B. Assignor agrees that, upon request, it will at any time and without charge to Assignee, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts that may be reasonably necessary for vesting title to the Assigned Marks in Assignee, its successors, assigns and legal representatives or nominees, including recording the assignment attached as Exhibit 1. Assignor will bear the costs, including fees, associated with recording the assignment attached as Exhibit 1. Assignee will bear the costs, including fees, associated with recording this assignment.

C. Assignor represents, warrants and covenants that:

(1) Schedule A sets forth a true and complete list of all trademarks and trademark registrations now owned, licensed, controlled or used by Assignor in the United States and throughout the world with respect to the LUTECE and RAFFINEE marks and Assignor does not own, license or control any other marks containing those terms or which are variations thereof or confusingly similar thereto;

(2) to the best of Assignor's knowledge, information and belief the Assigned Marks are valid and subsisting and have not been adjudged invalid or

unenforceable, in whole or in part, and there is no litigation or proceeding pending

concerning the validity or enforceability of any of the Assigned Marks;

(3) to the best of Assignor's knowledge, information and belief, each of the Assigned Marks is valid and enforceable and none of the Assigned Marks has been abandoned, cancelled, lapsed or expired; and as to those of the Assigned Marks that are registered in the United States, they are valid and enforceable and none of them has been abandoned, cancelled, lapsed or expired;

(4) to the best of Assignor's knowledge, information and belief, there is no present infringement by others of the Assigned Marks and Assignor is unaware of any use of any of the Assigned Marks by others for any goods within the classes of goods set forth on Schedule A;

(5) no claim has been made against Assignor or anyone deriving its, his or her rights from Assignor that the use of any of the Assigned Marks does or may violate the rights of any third person, and to the best of Assignor's knowledge, information and belief, and following completion of the surrender or abandonment of the marks attached as Schedule B hereto there is no infringement, or circumstances that reasonably may be construed as infringement, by Assignor of the trademark rights of another, and the use and registration of the Assigned Marks by Assignee or anyone under Assignee's license, control or authority for goods in International Class 3 will not infringe the rights of any other person;

(6) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assigned Marks free and clear of any liens, charges, encumbrances or adverse claims, including pledges, assignments, licenses

(except as set forth on Schedule C), registered user agreements, consents to use and covenants by the Assignor not to sue third persons, other than the assignment created by this Agreement.

(7) Except as attached hereto as Schedule C, there are no outstanding or active license agreements with any third parties relating to the Assigned Marks and no assignment agreements relating to the Assigned Marks other than those attached hereto as Exhibit 1;

(8) Assignor has the unqualified right to enter into this Agreement and to perform its terms; and

(9) Houbigant Inc. and Establissement Houbigant are the registered owners of certain composite marks that are composed of the mark LUTECE or RAFFINEE in association with "Houbigant" attached hereto as Schedule B; those composite marks are being abandoned or surrendered at this time as an affirmative condition of the purchase of the Assigned Marks from Houbigant and Establissement Houbigant pursuant to the power of attorney attached as Schedule D; that given the agreement by Houbigant and Establissement Houbigant to expressly abandon or surrender the composite marks Assignor does not consider the composite marks to be infringing; the composite marks are not covered by this Agreement; and Assignor agrees to exert its best commercial efforts to accomplish surrender or abandonment within six (6) months of the Effective Date of this Agreement.

D. Any notice required or permitted by this Agreement shall be in writing and shall be deemed effectively given: (a) upon actual delivery, when delivered personally; (b) upon receipt when sent by confirmed telegram or fax if sent during normal business hours,

and if not, then on the next business day; (c) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (d) five (5) business days after being deposited in the U.S. mail, as certified or registered mail, return receipt requested, postage prepaid. All communications shall be sent to the parties hereto at the addresses as set forth below or at such other address as the parties hereto may designate by ten (10) days advance written notice to the other parties hereto:

(1) if to the Assignor:

Clarendon Consultants
P.O. Box 556, Main Street
Charlestown, Nevis
Attention: Legal/Financial Administration
Fax Number: 011.44.870.130.5034
Phone Number: 011.44.870.460.2357

(2) if to the Assignee:

Aladdin Fragrances, Inc.
35 Engel Street
Hicksville, NY 11801
Attention: Mr. Maurice Reissman
Fax Number: 516-681-3632
Phone Number: 516-681-3393

E. The parties agree that this Agreement will be governed by the laws of the State of New York without giving effect to its conflict of laws principles and by the Lanham Act (federal trademark statute) to the extent applicable. Assignor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State, County and City of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Assignor by mail at the address specified in Section D. Assignor hereby waives any

objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient forum.

F. The representations, warranties and obligations contained herein shall survive the Closing of the transactions contemplated by this Agreement. The Closing shall take place on or before July 31, 2002 at such time and place as the parties may agree.

G. This Agreement will be binding upon Assignor, and its successors and assigns and shall inure to the benefit of Assignee, its nominees, successors and assigns.

H. This Agreement together with the Schedule(s) and Exhibit(s) hereto and any additional documents necessary to effect the transfer of the Assigned Marks or the registration of the Assigned Marks in the name of Assignee constitute the entire and exclusive terms and conditions with respect to the disposition of the Assigned Marks and supersedes any discussions, conflicting correspondence or other documents relating thereto and may only be modified in writing signed by both parties.

I. If Assignor shall be unable or after reasonable request by Assignee shall fail to do any act that it has covenanted to do pursuant to Section B or Section H, Assignor does hereby make, constitute and appoint Assignee, and any officer or agent of Assignee as it may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Assigned Marks, or to grant or issue any exclusive or non-exclusive license of any of the Assigned Marks to any third person, or to take any and all actions necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of any of the Assigned Marks or any interest of Assignor therein to any third person, and, in general, to execute and deliver any instruments

or documents and do all other acts that Assignor is obligated to execute and do hereunder.

This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this trademark assignment to be executed by their duly authorized representatives on the respective dates entered below.

CLARENDON CONSULTANTS LTD.

By: Mary Sobad
Name: Mary Sobad
Title: Director
Date: August 14 2002

ALADDIN FRAGRANCES, INC.

By: Charles Famoso CFO
Name: CHARLES FAMOSO
Title: CHIEF FINANCIAL OFFICER
Date: August 2, 2002

I certify that on August 2, 2002, CHARLES FAMOSO personally

came before me and this person acknowledged under oath, to my satisfaction that:

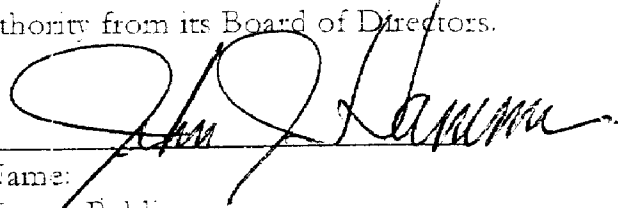
a.) this person signed, sealed and delivered the attached Trademark

Assignment as CHIEF FINANCIAL OFFICER of Aladdin Fragrances, Inc;

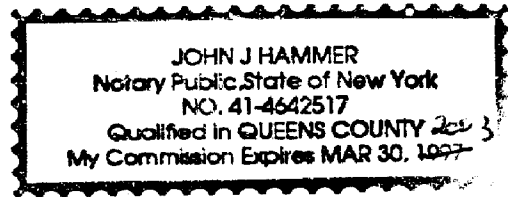
and

b.) this Trademark Assignment was signed and made by Aladdin Fragrances,

Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.



Name:
Notary Public
My Commission Expires:
[Notarial Seal]



STATE OF OHIO)

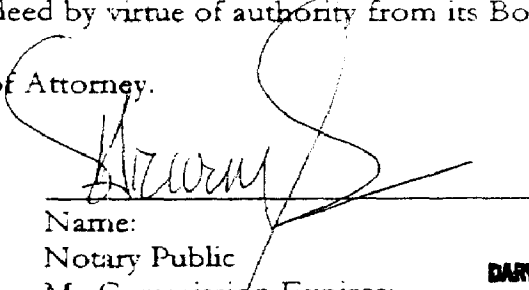
ss:

COUNTY OF CUYAHOGA)

I certify that on August 14th, 2002, Mary T Sobczyk personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Trademark Assignment as Attorney in Fact of Clarendon Consultants LTD; and

b.) this Trademark Assignment was signed and made by Clarendon Consultants LTD. as its voluntary act and deed by virtue of authority from its Board of Directors pursuant to the attached Power of Attorney.


Name:
Notary Public
My Commission Expires:
[Notarial Seal]

DARWINIA BELL-ESSEX NOTARY PUBLIC
STATE OF OHIO, Cuyahoga County
My Commission Expires Aug 31, 2003

POWER OF ATTORNEY

CLARENDON CONSULTANTS LIMITED

PREPARED BY:
OVERSEAS COMPANY REGISTRATION AGENTS LIMITED
GROSVENOR COURT
TOWER STREET
RAMSEY
ISLE OF MAN IM8 1JA

BY THIS POWER OF ATTORNEY given this 22nd day of May Two Thousand and Two (2002) CLARENDON CONSULTANTS LIMITED, a company incorporated in Nevis and having its Registered Office situated at P.O Box 556, Main Street, Charlestown, Nevis, West Indies (hereinafter called "the Company") hereby appoints MS. MARY T. SOBNOFSKY of Apt. 5, 2713 Lancashire Rd., Cleveland Htd, Ohio 44105-5553, holder of Ohio Driver License No. RF668893 (hereinafter called "the Attorney") as the true and lawful Attorney of the Company for and in the name of and on behalf of the Company, in connection with its activity of co-ordination of sales brokerage companies in Latin and South America and the holding of trademarks in the fragrance industry, to do or execute all or any of the acts and things hereinafter mentioned that is to say:

1. To represent the Company in the purchase of the intellectual property associated with the trademarks RAFFINEE and LUTECE from Houbigant Inc (new York) and Etablissements Houbigant (Liechtenstein). The Houbigant entities are wholly unrelated to the Company.

2. To represent the Company in the subsequent resale of the above referenced intellectual property to Northern Group Inc. (New York). Northern Group is wholly unrelated to the Company.
3. To negotiate on behalf of the Company and to execute all final documents relating to the purchase/sale of any subsequent registrations.
4. All agreements contracts or other documents that require a warranty indemnity or guarantee of whatever nature from either the Company or its officers must be sent to the Registered Office for the directors consideration approval and execution.

AND it is hereby agreed that the Company shall ratify whatsoever the Attorney shall lawfully do or cause to be done.

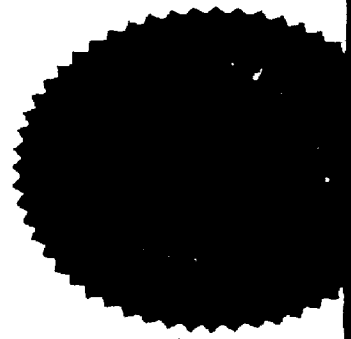
This Power of Attorney shall in all respects be interpreted in accordance with the laws of Nevis and shall be valid for a period expiring on 31st December 2002. The Directors do however reserve the right to revoke the powers given hereunder at any time at their discretion.

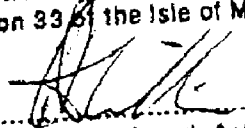
IN WITNESS WHEREOF the Company has executed these presents this the day month and year first before written

EXECUTED by the Company in the presence of:-


D.P. STEVENSON
 For and on behalf of
Targus Consulting Limited
 Director


M DAVENPORT
 For and on behalf of
O&E Secretaries Limited
 Secretary



I hereby authenticate the signatures and due execution of this document, pursuant to Section 33 of the Isle of Man Companies Act 1931

 Duly Authorised Authenticator

SCHEDULE A

KYES/168785.4

TRADEMARK
REEL: 002574 FRAME: 0593

1. "Lutece"
2. "Raffinee"

CODES	REGISTRANT	APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
NY18003115-5 LX 0408 NIP CLASSIFIED GOODS CODE: SPECIFIC GOODS	HOURIGANT, INC. (DEL.)		RAFFINEE WITH ACCENT OVER FIRST E CLASSIFIED GOODS CODE: SPECIFIC GOODS	CANADA	713308 OCT 29, 1997	OCT 29, 2012
NY28802002-8 NO 1337 NDP CLASSIFIED GOODS CODE: SPECIFIC GOODS	HOURIGANT, INC. (DEL.)		RAFFINEE IN SCRIPT CLASSIFIED GOODS CODE: SPECIFIC GOODS	CANADA	313494 OCT 30, 1987	OCT 30, 2002
NY19002609-3 LT 3061 NDP CLASSIFIED GOODS CODE: SPECIFIC GOODS	HOURIGANT, INC. (DEL.)		RAFFINEE WITH ACCENT OVER FIRST E CLASSIFIED GOODS CODE: SPECIFIC GOODS	RENEVAL INSTRUCTED COSTA RICA	76308 JUL 19, 1991	JUL 19, 2001
NY1800238-7 RA 5725 NDP CLASSIFIED GOODS CODE: SPECIFIC GOODS	HOURIGANT, INC. (DEL.)		LUTECE WITH ACCENT MARK OVER FIRST E CLASSIFIED GOODS CODE: SPECIFIC GOODS	CR RECEIVED GERMANY	1148784 MAR 01, 1999	FEB 28, 2009
NY18701794-3 KZ 1637 NDP CLASSIFIED GOODS CODE: SPECIFIC GOODS	HOURIGANT, INC. (DEL.)		RAFFINEE WITH ACCENT OVER FIRST E CLASSIFIED GOODS CODE: SPECIFIC GOODS	INDIA	477536 AUG 28, 1987	AUG 28, 2001
NY18003116-6 RA 1564 NDP CLASSIFIED GOODS CODE: SPECIFIC GOODS	HOURIGANT, INC. (DEL.)		RAFFINEE WITH ACCENT OVER FIRST E CLASSIFIED GOODS CODE: SPECIFIC GOODS	RENEVAL FILED MEXICO	263188 OCT 01, 1995	OCT 01, 2005
NY18002529-2 RA 4898 NDP CLASSIFIED GOODS CODE: SPECIFIC GOODS	HOURIGANT, INC. (DEL.)		LUTECE WITH ACCENT MARK OVER FIRST E CLASSIFIED GOODS CODE: SPECIFIC GOODS	OHAN	3572 DEC 16, 1999	DEC 16, 2009
NY18002531-5 RA 4475 NDP CLASSIFIED GOODS CODE: SPECIFIC GOODS	HOURIGANT, INC. (DEL.)		RAFFINEE WITH ACCENT OVER FIRST E CLASSIFIED GOODS CODE: SPECIFIC GOODS	OHAN	3587 DEC 16, 1999	DEC 16, 2009
NY18601728-9 LY 0171 NDP CLASSIFIED GOODS CODE: SPECIFIC GOODS	HOURIGANT, INC. (DEL.)		LUTECE WITH ACCENT MARK OVER FIRST E CLASSIFIED GOODS CODE: SPECIFIC GOODS	PUERTO RICO	27613 OCT 20, 1997	OCT 20, 2007

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Sent By: many teresa eponosky esp

COPIES	REGISTRANT	APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	OFF. DATE
NY18601729-0 NY 0170 MNP	HOURIGANT, INC. (DEL.)	HOURIGANT, INC. (DEL.)	RAFFINEE (WITH ACCENT OVER FIRST E) CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	PUERTO RICO	27632 OCT 20, 1997	OCT 20, 2007
NY18200917-4 KS 4489 R MNP	HOURIGANT, INC. (DEL.)	HOURIGANT, INC. (DEL.)	RAFFINEE (WITH ACCENT OVER FIRST E) CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	QATAR	2772 JUN 26, 1992	JUN 26, 2002
NY18200917-4 KS 0656 R MNP	HOURIGANT, INC. (DEL.)	HOURIGANT, INC. (DEL.)	RAFFINEE (WITH ACCENT OVER FIRST E) CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	RENEWAL FILED SAUDI ARABIA	120736 DEC 20, 1992	AUG 30, 2002
NY10001786-9 RA 8853 MNP	HOURIGANT, INC. (DEL.)	HOURIGANT, INC. (DEL.)	RAFFINEE (WITH ACCENT OVER FIRST E) CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	RENEWAL FILED UNITED KINGDOM	2753198 NOV 17, 2000	NOV 17, 2010
NY89603055-2 LX 5183 MNP	HOURIGANT, INC. (DEL.)	HOURIGANT, INC. (DEL.)	LUYEE (WITH ACCENT MARK OVER FIRST E) CUSTOMS DEPOSIT CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	UNITED STATES	1985064 APR 02, 2006	APR 02, 2006
NY19401860-5 RB 2775 MNP	HOURIGANT, INC. (DEL.)	HOURIGANT, INC. (DEL.)	LUYEE STYLIZED CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	UNITED STATES	1985064 APR 02, 1996	APR 02, 2006
NY29502179-6 HG 2632 MNP	HOURIGANT, INC. (DEL.)	HOURIGANT, INC. (DEL.)	RAFFINEE CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	UNITED STATES	1264630 JAN 24, 1984	JAN 24, 2004
NY89507089-8 KO 9480 MNP	HOURIGANT, INC. (DEL.)	HOURIGANT, INC. (DEL.)	RAFFINEE CUSTOMS DEPOSIT CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	UNITED STATES	1264630 JAN 07, 2004	JAN 07, 2004
NY18707076-7 RB 2230 MNP	HOURIGANT, INC. (DEL.)	HOURIGANT, INC. (DEL.)	RAFFINEE IN SCRIPT CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	URUGUAY	332003 JUL 24, 2001	JUL 24, 2011

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COPIES	REGISTRANT APPLICANT	TRADEMARK	COUNTRY	NUMBER DATE	OFF DATE
NY29207019-0 RB 2231 HDP	MOUNTICANT, INC. (DEL.)	RAFFINEE IN SCRIPT	URUGUAY	332004	SEP 12, 2011
		CLASSIFIED: GOODS CODE:	218748 HOURIGANT, INC./NEW YORK	SEP 12, 2001	
		CLASSIFIED: GOODS CODE:			
		CLASSIFIED: GOODS CODE:			
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		CLASSIFIED: GOODS CODE:			

LADAS & PARRY

SCHEDULE B

NY15/168781.4

TRADEMARK
REEL: 002574 FRAME: 0598

Attached tables of composite mark registrations (provided by Ladas and Parry)

LADAS & PARRY

CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE DATE
NY18502688-4 LU 1073 CLASSIFIED BY: A CLASSIFICATION CODE: 000003 CLASSIFICATION CODE: SPECIFIC GOODS	HOURBIGANT, INC. (DEL.)	HOURBIGANT RAFFINEE (WITH ACCENT MARK OVER FIRST E)	AUSTRALIA	4438367 DEC 19, 1992 HOURBIGANT, INC./NEW YORK	DEC 19, 2004
NY18401494-7 LT 4449 CLASSIFIED BY: A CLASSIFICATION CODE: 000003 CLASSIFICATION CODE: SPECIFIC GOODS	HOURBIGANT, INC. (DEL.)	LUTECE BY HOURBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE)	AUSTRALIA	4417341 OCT 25, 1991 HOURBIGANT, INC./NEW YORK	OCT 25, 2005
NY18401495-8 LW 0506 CLASSIFIED BY: A CLASSIFICATION CODE: 000003 CLASSIFICATION CODE: SPECIFIC GOODS	HOURBIGANT, INC. (DEL.)	LUTECE BY HOURBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE)	AUSTRIA	108800 APR 30, 1995 HOURBIGANT, INC./NEW YORK	APR 30, 2005
NY08303040-0 KZ 6355 R CLASSIFIED BY: B CLASSIFICATION CODE: 000003 CLASSIFICATION CODE: SPECIFIC GOODS	ETABLISSEMENT HOURBIGANT	HOURBIGANT RAFFINEE (WITH ACCENT MARK OVER FIRST E)	IR AUSTRIA	667647 FEB 27, 1982 HOURBIGANT, INC./NEW YORK	FEB 27, 2002
NY18200913-0 KR 1286 R CLASSIFIED BY: B CLASSIFICATION CODE: 000003 CLASSIFICATION CODE: SPECIFIC GOODS	HOURBIGANT, INC. (DEL.)	HOURBIGANT RAFFINEE (WITH ACCENT MARK OVER FIRST E)	RENEWAL DISPATCHED BAHRAIN	186047 AUG 31, 1995 HOURBIGANT, INC./NEW YORK	AUG 31, 2003
NY18401496-9 LV 7623 R CLASSIFIED BY: A CLASSIFICATION CODE: 000003 CLASSIFICATION CODE: SPECIFIC GOODS	HOURBIGANT, INC. (DEL.)	LUTECE BY HOURBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE)	BAHRAIN	189076 NOV 27, 1994 HOURBIGANT, INC./NEW YORK	NOV 27, 2004
NY08303049-1 KZ 6355 R CLASSIFIED BY: B CLASSIFICATION CODE: 000003 CLASSIFICATION CODE: SPECIFIC GOODS	ETABLISSEMENT HOURBIGANT	HOURBIGANT RAFFINEE (WITH ACCENT MARK OVER FIRST E)	IR BENELUX	667647 FEB 27, 1982 HOURBIGANT, INC./NEW YORK	FEB 27, 2002
NY08300037-5 KZ 6353 R CLASSIFIED BY: A CLASSIFICATION CODE: 000003 CLASSIFICATION CODE: SPECIFIC GOODS	ETABLISSEMENT HOURBIGANT	LUTECE BY HOURBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE)	RENEWAL DISPATCHED IR BENELUX	680127 OCT 10, 1983 HOURBIGANT, INC./NEW YORK	OCT 10, 2004
NY18401498-1 PA 3103 CLASSIFIED BY: A CLASSIFICATION CODE: 000003+20 CLASSIFICATION CODE: SPECIFIC GOODS	HOURBIGANT, INC. (DEL.)	LUTECE BY HOURBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE)	BRAZIL	81176364 JUN 16, 1998 HOURBIGANT, INC./NEW YORK	JUN 16, 2009

CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER / DATE	DUPLICATE DATE
NY1801495-7 LO 3326 NDP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	CANADA	331563 SEP 04, 1987	SEP 04, 2002
A		GOODS CONC. SPECIFIC GOODS			
NY1801499-2 LR 8843 NDP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	RENEVAL DISPATCHED CHILE	450187 SEP 14, 1995	SEP 14, 2005
0		GOODS CONC. SPECIFIC GOODS			
NY1801873-8 LI 2771 NDP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	COLOMBIA	121154 NOV 20, 1997	NOV 20, 2002
		GOODS CONC. INTERNATIONAL CL. HEADING			
NY1820056-2 KG 9384 R	HOURIGANT, INC. (DEL.)	HOURIGANT RAFFINEE (WITH ACCENT MAR K OVER FIRST E)	RENEVAL INSTRUCTED DENMARK	VR03-814/1982 OCT 22, 1992	OCT 22, 2001
		GOODS CONC. SPECIFIC GOODS			
NY18401500-5 LX 4376 NDP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	RENEVAL INSTRUCTED ECUADOR	1620/85 JUN 20, 1995	JUN 20, 2005
		GOODS CONC. SPECIFIC GOODS			
NY18401501-6 LX 4107 NDP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	FINLAND	97635 JAN 20, 1997	JAN 20, 2007
		GOODS CONC. SPECIFIC GOODS			
NY08303051-4 KZ 6355 R	ETABLISSEMENT HOURIGANT	HOURIGANT RAFFINEE (WITH ACCENT MAR K OVER FIRST E)	FR FRANCE	467667 FEB 27, 1982	FEB 27, 2002
		GOODS CONC. SPECIFIC GOODS			
NY08300030-6 KY 6353 R NDP	ETABLISSEMENT HOURIGANT	LUTECE BY HOURIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	RENEVAL DISPATCHED FR FRANCE	480127 OCT 18, 1993	OCT 18, 2003
		GOODS CONC. SPECIFIC GOODS			
NY18101834-2 KR 3918 R	HOURIGANT, INC. (DEL.)	HOURIGANT RAFFINEE (WITH ACCENT MAR K OVER FIRST E)	GERMANY	1023316 SEP 03, 1991	SEP 03, 2001
		GOODS CONC. SPECIFIC GOODS			

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LAJAS PARRY

APR 16, 2007 PAGE NO. 3

CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	FILE DATE
NY10301685-6 KR 3917 R NQP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	GERMANY	1053843 AUG 26, 1993 HOUBIGANT, INC./NEW YORK	AUG 26, 2007
NY18302432-9 KR 0071 R B	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE (WITH ACCENT MAR K OVER FIRST E) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	GUERNSEY	NONE MAR 30, 1989 HOUBIGANT, INC./NEW YORK	MAR 30, 2003
NY18401505-0 LT 7512 R NQP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	HONG KONG	2156/1986 OCT 29, 1991 HOUBIGANT, INC./NEW YORK	OCT 29, 2005
NY18700578-7 KZ 6355 R H	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MAR K OVER FIRST E) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	INT'L REGISTER	467647 FEB 27, 1982 HOUBIGANT, INC./NEW YORK	FEB 27, 2001
NY18301486-7 KZ 6353 R NQP	ETABLISSEMENT HOUBIGANT	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	RENEVAL DISPATCHED INT'L REGISTER	480127 OCT 18, 1983 HOUBIGANT, INC./NEW YORK	OCT 18, 2001
NY19401506-1 LX 8718 NQP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	ITALY	670592 NOV 20, 1994 HOUBIGANT, INC./NEW YORK	NOV 20, 2004
NY88303052-5 KZ 6355 R B	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MAR K OVER FIRST E) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	IR ITALY	567647 FEB 27, 1982 HOUBIGANT, INC./NEW YORK	FEB 27, 2007
NY88300039-7 KZ 6353 R NQP	ETABLISSEMENT HOUBIGANT	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	RENEVAL DISPATCHED IR ITALY	480127 OCT 18, 1983 HOUBIGANT, INC./NEW YORK	OCT 18, 2001
NY19602190-4 LY 9419 NQP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	JAPAN	417607 OCT 09, 1998 HOUBIGANT, INC./NEW YORK	OCT 09, 2008

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CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER DATE	EXP. DATE
NY19602191-5 LY R169 NDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT IN KATAKAWA CHARACTERS	JAPAN	4173346 JUL 31, 1998	JUL 31, 2008
NY18302433-0 KR 0092 R B	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE (WITH ACCENT) K OVER FIRST E	JERSEY	TM4937 MAR 30, 1989	MAR 30, 2003
NY18200914-1 LX 4630 R B	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE (WITH ACCENT) K OVER FIRST E	KUWAIT	15048 OCT 30, 1993	OCT 29, 2003
NY18401508-3 LX 3113 NDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT) AVE OVER FIRST E IN LUTECE	KUWAIT	17836 APR 29, 1996	APR 28, 2006
NY18300743-2 LT 3282 R A	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE	NEW ZEALAND	146900 OCT 11, 1990	OCT 11, 2004
NY18401509-4 LT 5485 NDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT) AVE OVER FIRST E IN LUTECE	NEW ZEALAND	155453 OCT 23, 1991	OCT 23, 2005
NY19002419-2 RR 0888 NDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT) AVE OVER FIRST E IN LUTECE	OMAN	4979 NOV 19, 2000	NOV 19, 2010
NY18401513-9 RA 6743 NDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT) AVE OVER FIRST E IN LUTECE	PANAMA	39836 SEP 18, 1996	SEP 18, 2006
NY18401515-1 LM 9708 NDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT) AVE OVER FIRST E IN LUTECE	PARAGUAY	187066 MAY 31, 1995	MAY 31, 2005

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CLASS CODE	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER DATE	DUPLICATE DATE
NY80303053-6 KZ 6355 R	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MARK OVER FIRST E)	IR PORTUGAL	NOV 27, 1982	FEB 27, 2002 USE AFFID.
B		CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	HOUBIGANT, INC./NEW YORK	FEB 27, 1982	FEB 27, 2007
NY80300040-9 KZ 6353 R	ETABLISSEMENT HOUBIGANT	LUTECE BY HOUBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE)	IR PORTUGAL	NOV 27, 1982	OCT 18, 2003 USE AFFID.
B		CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	HOUBIGANT, INC./NEW YORK	OCT 18, 1983	OCT 18, 2008
NY18401516-2 LX 1911	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE) AND ARA	QATAR	NOV 24, 1994	NOV 24, 2004
B		CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	HOUBIGANT, INC./NEW YORK	NOV 24, 1994	
NY19001559-6 LX 3964	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE)	SAUDI ARABIA	SEP 15, 1990	MAY 28, 2000
B		CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	HOUBIGANT, INC./NEW YORK	SEP 15, 1990	
NY18401518-4 RB 1012	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE)	SINGAPORE	NOV 03, 2001	NOV 03, 2001
A		CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	HOUBIGANT, INC./NEW YORK	NOV 03, 2001	
NY18401519-5 LX 1602	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE)	SPAIN	JAN 05, 1987	JAN 05, 2002
B		CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	HOUBIGANT, INC./NEW YORK	JAN 05, 1987	
NY80303050-3 KZ 6355 R	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MARK OVER FIRST E)	IR SPAIN	FEB 27, 1982	FEB 27, 2007
B		CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	HOUBIGANT, INC./NEW YORK	FEB 27, 1982	
NY18400567-5 KR 0160 R	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE (WITH ACCENT MARK OVER FIRST E)	SWEDEN	OCT 07, 1993	OCT 07, 2003
B		CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	HOUBIGANT, INC./NEW YORK	OCT 07, 1993	
NY18401520-7 LX 3969	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE)	SWEDEN	NOV 01, 1995	NOV 01, 2005
B		CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	HOUBIGANT, INC./NEW YORK	NOV 01, 1995	

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CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	FILE DATE
NY18401522-9 LH 2053 NDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECEI CLASSIFIED 000003, GOODS CODE: SPECIFIC GOODS	SWITZERLAND	343743 NOV 19, 1984 HOUBIGANT, INC./NEW YORK	NOV 19, 2004
NY88303054-7 KZ 6355 R B	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE WITH ACCENT MAR K OVER FIRST E I CLASSIFIED 000003, GOODS CODE: SPECIFIC GOODS	IR SWITZERLAND	467647 FEB 27, 1982 HOUBIGANT, INC./NEW YORK	FEB 27, 2002
NY88300042-1 KZ 6353 R B	ETABLISSEMENT HOUBIGANT	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECEI CLASSIFIED 000003, GOODS CODE: SPECIFIC GOODS	RENEVAL DISPAICHEAD IR SWITZERLAND	480127 OCT 18, 1983 HOUBIGANT, INC./NEW YORK	OCT 18, 2003
NY18200747-5 KR 0030 R A	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE WITH ACCENT MAR K OVER FIRST E I CLASSIFIED 000003, GOODS CODE: SPECIFIC GOODS	UNITED KINGDOM	1172452 MAR 30, 1989 HOUBIGANT, INC./NEW YORK	MAR 30, 2002
NY18401525-2 LY 8234 NDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECEI CLASSIFIED 000003, GOODS CODE: SPECIFIC GOODS	UNITED KINGDOM	81228735 OCT 23, 1991 HOUBIGANT, INC./NEW YORK	OCT 23, 2005
NY18200258-2 LH 8559 NDP	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE CLASSIFIED 000003, GOODS CODE: COUNTRY CL. HEADING	VENEZUELA	113761F SEP 17, 1985 HOUBIGANT, INC./NEW YORK	SEP 17, 2000
NY18401526-3 LR 7457 NDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECEI CLASSIFIED 000003, GOODS CODE: SPECIFIC GOODS	RENEVAL FILED VENEZUELA	126125F JAN 16, 1987 HOUBIGANT, INC./NEW YORK	JAN 16, 2002
		CLASSIFIED: GOODS CODE:	RENEVAL FILED		2002
		CLASSIFIED: GOODS CODE:			

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TRADEMARK
REEL: 002574 FRAME: 0606

LICENSE AGREEMENT

THIS AGREEMENT MADE IN THE CITY OF NEW YORK, STATE OF NEW YORK, THIS 17TH DAY OF NOVEMBER, 1999 BY AND BETWEEN HOUBIGANT INC., a Delaware corporation, duly incorporated, and ETABLISSEMENT HOUBIGANT, a Liechtenstein corporation, duly incorporated, having a principal place of business at 333 East 68th Street, New York, N.Y. 10021 (the "Grantor") and herein represented by Michael J. Sherman, the chief executive officer of Grantor, duly authorized for the purposes of these presents as he so declares; and DPC ACQUISITION CORP., a Delaware corporation, duly incorporated and having a principal place of business at 470 Oakhill Road, Mountaintop, PA 18707 (hereinafter referred to as the "Licensee") and herein represented by Anthony J. Wesley, its Chief Financial Officer, duly authorized for the purposes of these presents as he so declares:

WHEREAS, Grantor is the owner of certain letters patent, trademarks, trade names, registrations, and/or applications therefor as well as all rights therein and all technical knowledge with respect thereto as further set forth in this Agreement; and

WHEREAS, Licensee desires and intends to manufacture and sell in the Territory (as that term is hereinafter defined) certain of Grantor's Products (as that term is hereinafter defined) and desires and requires a license from Grantor under the letters patent, trademarks, trade names and/or applications therefor and the technical knowledge with respect thereto owned or controlled by Grantor applicable to such Products; and

WHEREAS, the purpose of this Agreement is that Grantor shall provide to Licensee a license of such letters patents, trademarks, trade names and/or applications therefor and the technical knowledge with respect thereto owned and controlled by Grantor to enable

Licensee to manufacture and sell the subject Products in the Territory under the letters patent, trademarks, trade names and/or applications therefor, and any renewals, extensions or continuations thereof, and the technical knowledge with respect thereto defined and/or scheduled in this Agreement;

WHEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement,:

(a) "Affiliate" or "Affiliated" shall mean any person or entity that directly or indirectly controls or is controlled by or is under common control with any other person or entity;

(b) "Effective Date" shall mean the date of this Agreement as set forth in the introductory paragraph hereof;

(c) "Know-How" shall mean all technical information, procedures, processes, trade secrets, intellectual property, including, without limitation, all patents and copyrights, formulae for the perfume oil (commonly known as "hec"), and all of the methods, practices, techniques, information, bills of parts, diagrams, drawings, specifications, blueprints, molds, tooling, engraving lists of materials, labor and general costs, production manuals, processes, materials and data relating to the Products and used in connection with the design, manufacture, production, inspection and testing of the Products known by, available to, owned by, and in the possession of Grantor;

(d) "Knowledge of Grantor", "to the best of Grantor's knowledge and belief" and words of like import shall mean the actual knowledge of Grantor's executive officers without inquiry.

(e) "Sales" shall mean in respect of any particular period the gross invoice price of the Products sold by Licensee, less, with respect to any invoice price, any normal trade discounts or credits actually granted, returns actually received and allowances actually granted in the ordinary course of Licensee's business, and less (i) any charges appearing on said invoice for value added or sales taxes or other similar taxes payable on the amounts so charged, (ii) third party freight, and (iii) third party insurance;

(f) "Products" shall mean perfumes and fragrance products and related items and promotional products previously developed by Grantor and sold by its prior licensee, Dana Perfumes Corp., under the Trademarks, or such other products as may otherwise be hereafter approved by Grantor, in writing, for distribution and sale by the Licensee in the Territory, or such other items developed by Licensee, as may be approved from time to time as the parties hereto may agree, using the Know-How and such other items of Grantor or derived from, related to or a variation of Grantor's perfume and fragrance products, as may be approved from time to time as the parties hereto may agree;

(g) "Relevant Country" shall mean any Country in the world in which the Products are sold by Licensee pursuant to this Agreement;

(h) "Territory" shall mean the world; and

(i) "Trademarks" shall mean those trademarks set forth on Schedule A hereto whether or not registered, and all issued registrations and pending applications therefor, and any imprints, logos and trade dress related thereto

GRANT OF LICENSE

(a) **Use of Trademarks Alone.** Grantor grants to Licensee, and Grantor agrees that it will not grant to any other party, the exclusive right to use, and license, the Trademarks in the Territory to:

(i) manufacture in the Territory the Products covered by and utilizing the Trademarks;

(ii) distribute, use and sell throughout the Territory the Products covered by and utilizing the Trademarks so manufactured; and

(iii) use the Trademarks in conjunction with and as they relate to the Products, all packaging and labeling, and all advertising and letter heads and collateral marketing and promotional material throughout the Territory.

(b) **Use of "Houbigant" name with Trademarks.** In addition to the outright license to use the Trademarks, Licensee and its Affiliates shall have the right to use, subject to the terms of this Agreement, but not the right to license, the Trademarks immediately followed by the phrase "by Houbigant" for a period of eighteen months after the date this Agreement is fully executed, provided further that, for all Products which are manufactured, distributed and/or sold during said eighteen-month period, i) Licensee will continue to have the right to use said phrase "by Houbigant" solely for the purpose of marketing, distributing, selling, and in the case of returns, reselling said Products until such time as said Products are sold; and, ii) Licensee shall maintain in full force and effect a comprehensive general liability insurance policy, with appropriate endorsements, protecting Houbigant from personal injury and other claims arising in connection with any continuing use hereunder of the "Houbigant" name as authorized herein. Licensee

hereby agrees to a "no-stockpiling" provision, which provides that the average purchases of components in the last third of the eighteen-month period bearing the "by Houbigant" phrase will be equivalent to similar purchases in the first third of the eighteen-month period plus fifteen percent (15%).

In addition, Houbigant will grant to Licensee the right to sell Products manufactured all or in part, in inventory, built out, labeled and/or packaged with the name "Houbigant (1995) Ltée.", "Houbigant (1995) Limitée", "Houbigant (1995) Limitée/Limited", "Houbigant (1995) Ltée./Ltd." (hereinafter, collectively, the "Limitee phrases") and to use the name "Houbigant" in the Limitee phrases for purposes of marketing, distribution and sales of said Products. The right to use the name "Houbigant" solely in connection with the Limitee phrases for such Products shall be limited to twenty-four (24) months from the date of this Agreement, or until labeling and/or packaging containing the Limitee phrases which exists as of the date of this Agreement is exhausted, whichever is earlier (no further or new production of labeling or packaging containing the Limitee phrases is authorized hereby). Furthermore, in the case of returned Products containing the Limitee phrases, Licensee shall have the right to market, distribute and sell returned goods which contain such Limitee phrases for twenty-four (24) months after the date of full execution of this Agreement.

(c) Grantor grants to Licensee the exclusive rights to use and exploit the Know-How (including that obtained by Licensee from Dana Perfumes Corp.) in the manufacture of the Products within the Territory.

(d) Grantor warrants that there are no other subsisting licenses for the Products bearing the Trademarks or relating to the Know-How in the Territory, except that Grantor previously granted

to PPM Fragrances International, Inc. ("PPM") a limited right to assemble and sell Products (and as to which such limited grant Licensee was previously advised, of which agreement Licensee has been given a copy, and to which Licensee consents, and such agreement is hereafter referred to as the "PPM License"), and that Grantor has the full right and ability to grant the rights and licenses herein granted to Licensee. Should Giacomo Giuliano (the principal of PPM) and/or PPM breach the PPM License, Grantor hereby grants Licensee the right to enforce the PPM License and obtain such remedies for the breach thereof as may be permitted by law and/or equity, at Licensee's expense. If Grantor learns of any other licensee, distributor or other person claiming rights associated with the Trademarks, it will immediately notify Licensee of the identity of the claimant and the substance of the claim, and provide all relevant information and photocopies of related agreements and other documents to Licensee. Grantor covenants that no further disclosure to third parties will be made by it of the Know-How relating to the Products for the Territory while this Agreement is in full force and effect (except as reasonably necessary to PPM in connection with the PPM License), and Grantor shall, immediately following the execution of this Agreement:

(i) to the extent it owns any rights to the tooling and molds related to the Products which were previously used by contracted suppliers of components, previous licensees and distributors in the Territory, and has a right to do so, (a) issue instructions to such known suppliers, licensees and distributors within ten (10) days following the Effective Date, or as soon thereafter as it may be permitted to do so, not to further use the tooling or molds otherwise than under purchase order from Licensee or in accordance with the PPM License, (b) provide to the Licensee a full list of any such known suppliers, licensees and distributors not later than ten (10) days following the

Effective Date, and (c) take such reasonable steps, at the cost of Licensee, to obtain the return of tooling and molds where it so has the right; and

(H) to the extent it holds all copyright and similar rights in respect of items to be provided under paragraph "6(a)" hereinbelow, hereby grants to Licensee a license for the use of such rights within the Territory during the term of this Agreement; provided, however, that Grantor shall be under no obligation whatsoever to file copyright or similar registration applications in the Territory in respect of items provided under paragraph 6(a) hereinbelow.

(e) Grantor agrees that the Trademarks and Know-How being licensed pursuant to this Agreement constitute all of the accumulated knowledge, Know-How and intellectual property of Grantor related to the Trademarks whether in the possession of New Dana Perfumes Corp., Grantor, or any other party with respect to the Products.

(f) Licensee shall be entitled to apply the Trademarks to and to sell the Products within such form of containers, packaging, and labels which in Licensee's discretion it deems fit and proper for the particular market within the Territory towards which such Products are to be directed so long as otherwise in compliance with the other terms and provisions of this Agreement.

(g) No further, other or different rights or licenses, such as the use of any of Grantor's patents, are granted or implied except as otherwise provided in this Agreement.

(h) Notwithstanding any other provision hereof, the license and other rights granted hereunder are subject to the rights granted under the PPM License.

3. DISTRIBUTORS

(a) Licensee may in its discretion appoint Distributors for the Products within the Territory.

(b) For purposes hereof, an authorized distributor shall be limited to being a wholesaler or like middleman who shall purchase finished products from Licensee for resale and not a manufacturer. Licensee, however, will be permitted to subcontract manufacturing of Products, or enter into manufacturing tolling agreements with third parties, for Products it intends to distribute itself or through Distributors.

4. TERM OF AGREEMENT

Subject to the provisions for early termination of this Agreement as set forth herein, this Agreement shall remain in full force and effect for a period of eighteen (18) months commencing on the Effective Date and terminating on the last day of the eighteenth (18th) month following the Effective Date ("Initial Term"), provided, however, that either party may upon ninety (90) days prior written notice to the other party renew this Agreement on the same terms and conditions set forth herein for an additional twenty-four (24) months beginning at the end of the Initial Term. Upon delivery of such notice by either party to the other, both parties shall be irrevocably bound to renew this Agreement on the same terms and conditions set forth herein for such twenty-four (24) month period. If required, each party shall file (or cause its "ultimate parent entity" (as defined under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder ("HSR"))) to file) with the Federal Trade Commission and Department of Justice in accordance with HSR such notification under HSR as may be required in connection with such renewal within thirty (30) days of delivery of such notice.

IMPROVEMENTS

(a) **Disclosure:** Each party hereto agrees to advise the other of any and all technical data and information relating to any and all developments or improvements of the Trademarks or the Products (whether or not patentable) and of the Know-How that it may develop, identify or acquire during the term of this Agreement to the extent that such disclosure is not restricted or prohibited by law, by any undertaking given to, or by any condition, restriction or restraint imposed by third parties.

(b) **Grant under Improvements:** Subject to the rights granted to PPM under the PPM License, Grantor shall grant to Licensee an exclusive license to manufacture and sell the Products in the Territory under all improvements and developments to be furnished to Licensee, together with an ancillary grant of the right to use any associated Know-How, provided, however, that in the case of any such improvement or development, such grant by Grantor may be subject to any restrictions, legal prohibitions, undertakings given to or conditions, restrictions or restraints imposed by third parties.

(c) **Feed-back License:** For all developments or improvements of the Know-How related to Trademarks or the Products, Licensee shall own any and all developments, improvements and discoveries made by Licensee relating to the manufacturing process in respect thereof. Upon the conclusion of the Licensee's right to the use of the Trademarks and Know-How, Grantor shall have the exclusive royalty-free license on any such developments, improvements and discoveries now owned or hereafter made or acquired by Licensee during the term of this Agreement. Licensee further covenants and agrees to notify Grantor of any such developments, improvements and discoveries and to execute promptly and without compensation and without

expense to it any and all papers and documents and to perform whatever lawful acts may be reasonably deemed necessary by Grantor in connection with the filing of any application for letters patent or that may be necessary or desirable to effect and maintain Grantor's licensed rights or the rights of any of Grantor's distributors in said developments, improvements and discoveries, and application for letters patent and in all letters patent issuing from said applications for letters patent. Except to the extent that Grantor retains or subsequently reobtains the right to manufacture, distribute and/or sell the Products covered by the Trademarks, it shall make no use of such improvements prior to the expiry of this Agreement or any renewals hereof. All costs and expenses incurred as the result of the subsequent use thereof by Grantor shall be borne by Grantor.

(d) **Information from Third Parties:** Where technical data and information relating to any developments or improvements of the Products is legally obtained or obtainable from an unrelated party only upon payment, there shall be no obligation on either party hereto to make such payment in order to obtain such technical data and information for disclosure to the other party, provided, however, that if the party does make such payment, such technical data and information shall be disclosed to the other party hereto.

6. **OBLIGATIONS OF GRANTOR**

(a) **Marketing Information:** To the extent they exist and are in the possession or under the control of Grantor, Grantor shall, at the cost of Licensee, within ten (10) business days of the execution of this Agreement, provide to Licensee reasonable quantities of all available sample marketing information, such as installation instructions, technical data and manuals relating to

the promotion and sale of the Products, including trade advertisements, price lists, product descriptions, marketing information, and promotional literature. Grantor shall also furnish Licensee, at Licensee's cost, with all available art work, transparencies, and the like, used by Grantor, or any of its licensees, distributors or agents, in any advertising and merchandising campaigns related to the Products. In addition, to the extent such items used by Grantor's previous licensees, including, without limitation, Renaissance Cosmetics, Inc. and Dana Perfumes Corp., in their advertising and merchandising campaigns related to the Products and for their packaging are not in the possession of Grantor, Grantor shall request that such previous licensees deliver same and shall charge Licensee no more than its own cost therefor. Licensee shall be responsible for any professional modeling or similar endorsement fees or other third party charges for use of same in the Territory after the Effective Date of this Agreement.

(b) **Assistance:** Grantor agrees to assist Licensee and its customers within the reasonable limits of its ability in solving any problems they may have in connection with the Products.

(c) **Promote Sales:** Grantor shall, within the reasonable limits of its ability, assist Licensee in the promotion of the sales of the Products in the Territory, and conduct its business in a commercially reasonable manner so as to enhance the reputation of the Products and Trademarks, but only to the extent that there is no cash expenditure or other obligation required by Grantor.

(d) Grantor agrees that it currently has no, and shall hereafter not make, any claims to any non-Houbigant trademarks, trade names, trade dress or other intellectual property currently owned or to which Licensee otherwise has rights as of the Effective Date of this Agreement.

LICENSEE'S DUTIES

(a) **Promote Sales:** Licensee shall promote the sales of the Products in the Territory, and conduct its business in a commercially reasonable manner so as to enhance the reputation of the Products and Trademarks.

(b) **Quality Controls:** Licensee shall maintain appropriate standards of design, materials, quality control, production and safety testing and inspection, and Grantor, at its own expense, and so long as its exercise of this right would not be unreasonable, shall be permitted to inspect the production line while in operation and to call for and inspect samples of the Products manufactured by the Licensee, and to inspect Licensee's operations generally, in order to determine if Licensee has adhered to such standards. In the event that Licensee, in the sole and reasonable opinion of Grantor, fails to adhere to such standards, Grantor may give Licensee thirty (30) days written notice of demand to comply, and if Licensee fails to comply (or if compliance by its nature requires a period longer than thirty (30) days, then if Licensee fails to commence complying or discontinues the process of correcting the non-compliance), then Grantor, in addition to any and all other remedies, may immediately exercise its rights of termination pursuant to Section 18 of this Agreement, provided, however, that if there is a good faith dispute as to Licensee's compliance with the quality control requirements set forth in Section 7(b), then such dispute shall be resolved through binding arbitration, and Grantor's rights and remedies with respect to any such non-compliance shall be tolled during the pendency of such arbitration. The arbitrator shall be a mutually agreed upon third party knowledgeable in the industry in which Grantor and Licensee operate their businesses, and shall be instructed that such dispute must be resolved within 30 days from the date on which it is submitted to the arbitrator.

In the event that the parties cannot agree upon the selection of an arbitrator, each party shall have the right to select one arbitrator, and such arbitrators shall jointly select a third arbitrator, which third arbitrator shall then make a binding determination as to the resolution of the dispute.

(c) **Compliance with Local Laws:** Licensee shall procure and maintain all approvals, licenses, permissions and permits necessary:

(i) for the sale of the Products in any applicable Relevant Country; and

(ii) for Licensee to maintain and operate a place of business in any applicable Relevant Country.

The costs and expenses of obtaining and/or maintaining any such required approvals, licenses, permissions and permits shall be incurred, advanced and paid by Licensee. If and to the extent that Licensee becomes aware of any changes in laws or regulations within any Relevant Country which may materially affect the promotion, sales, services or maintenance of the Products, Licensee shall inform Grantor of same. Notwithstanding the obligations contained in Section 6(b) hereinabove, any requirement in an applicable Relevant Country for an approval of the Products in the nature of the local equivalent of an FDA approval shall be the responsibility of Licensee who shall use its best endeavors to obtain the same in a commercially reasonable manner at its expense.

(d) **U.S. Laws:** Licensee shall not knowingly take, or fail to take, any action which will cause Grantor to be in violation of any law of any jurisdiction including but not limited to the U.S. Foreign Corrupt Practice Act, the U.S. Export Control laws and the U.S. Anti-Boycott laws.

(e) **Location of Production Facilities:** Licensee must keep Grantor informed in a timely manner of the locations of all facilities wherein Products are manufactured.

(f) Additional Representations and Warranties of Licensee:

(i) Licensee is a corporation duly organized, validly existing and in good standing under the laws of its state or nation of incorporation, and has all requisite corporate power and authority to own its properties and assets and to conduct its businesses as now conducted.

(ii) Licensee is duly qualified, licensed or registered to carry on its business and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business conducted by it makes such qualification necessary.

(iii) Licensee has all requisite corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the performance of Licensee's obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action by the Board of Directors of the Licensee, and no other corporate proceedings (including, without limitation, shareholder proceedings) on the part of the Licensee are necessary to authorize such execution, delivery and performance of this Agreement. This Agreement has been duly executed by Licensee and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

8. **GRANTOR PROHIBITIONS**

Neither Grantor nor any of its affiliates or licensees, other than PPM pursuant to the PPM License, shall sell, directly or indirectly, any Products inside the Territory, or establish any branch or maintain any office or depot in relation to the sale of the Products anywhere inside the Territory.

CONSIDERATION

(a) **Minimum Royalties:** During the term of this Agreement and any renewals thereof, Licensee agrees to pay Grantor, or its successors or assigns, in the aggregate, on each day indicated in Column 1 of Schedule "B", a royalty amounting to and constituting the "Minimum Royalty" for the applicable period as indicated in Column 2 of Schedule "B" (or a pro rata portion thereof in the event this Agreement is terminated or expires on any date that is not a Minimum Royalty payment date). If Licensee fails to pay such sum within the time prescribed, the remedy of Grantor, in addition to any other remedies Grantor may have, shall be to terminate this Agreement pursuant to Section 18 below.

(b) **Additional Royalties:** Beginning on the 181st day after the Effective Date of this Agreement, Grantor shall be entitled to, and Licensee agrees to pay to Grantor, an additional Royalty (the "Additional Royalty") equal to Seven Percent (7%) of Sales in any Contract Year, less the Minimum Royalties paid during that Contract Year. "Contract Year" shall mean the period beginning on 181st day after the Effective Date, and ending twelve months thereafter (or, if earlier, termination of this Agreement), and every such twelve-month period thereafter during the course of this Agreement and any renewals thereof. Such Additional Royalties shall be paid within thirty days of the end of each Contract Year.

(c) In addition to the Minimum Royalties and the Additional Royalties, Licensee shall irrevocably pay and deliver to Grantor at the signing of this Agreement the sum of \$1,000,000, in cash as a fee for initiating the license pursuant to this Agreement.

(d) **Reports with Payment:** Along with the payment of the Additional Royalties, or within

thirty days of the end of each Contract Year if no Additional Royalties are owed. Licensee shall deliver to Grantor a report setting out the aggregate Sales of each Product sold by Licensee (whether separately or as part of any larger unit or product) during such preceding Contract Year.

(e) Samples. No Royalties shall be payable in respect of Products sold or otherwise disposed of by Licensee for the purpose of customary samples or bona fide tests on such Products.

Notwithstanding the foregoing, Royalties shall be payable with respect to Products with a unit cost to Licensee of more than fifty cents (\$0.50) (US) that are included or packaged by Licensee with any Products or other products sold by Licensee. In any such instance, Licensee shall calculate Royalties due based upon the normal selling price of the licensed Products included or packaged by Licensee.

(f) **No Deductions for Tax:** All payments to Grantor under this Agreement shall, unless required by applicable law, be made without any deduction of any kind. Licensee represents that it shall structure its affairs so that all Minimum Royalties are deemed to be earned in the United States and as such will not be subjected to any withholding taxes.

10. CURRENCY OF PAYMENT

To the extent that the Royalties shall be determined by Sales expressed in a currency other than U.S. Dollars, Royalties shall be computed in U.S. Dollars with respect to each non-U.S. currency in which there are Sales transactions in any royalty reporting period. The Royalties statement shall be accompanied by Licensee's payment of Royalties in U.S. Dollars, with conversion to be made at the rate equal to the average of those rates published in the Wall Street Journal on the business day next following the end of each month of the royalty reporting period.

WARRANTY RE: TRADEMARKS AND KNOW-HOW

(a) **Power to Grant Rights:** Grantor warrants that it has the right to grant the rights granted in this Agreement and that it has granted no other currently existing rights or licenses with respect to the Products (other than as expressly set forth in this Agreement) which would derogate from the rights granted in this Agreement.

(b) **Acknowledgment of Validity:** Licensee acknowledges Grantor's assertion as to the validity and ownership of the Trademarks and Know-How in the Territory and further acknowledges that the Trademarks and Know-How are and shall remain the property of Grantor. The use of any Trademarks by Licensee shall inure to the benefit of Grantor's continued ownership of the Trademarks during the course of this Agreement and Licensee shall acquire no ownership rights in the Trademarks thereby.

(c) **Licensee Not to Infringe:** Licensee shall not, after appropriate inquiry, in any way do anything to infringe upon, harm, or contest the validity of the Trademarks, or the Know-How owned by Grantor.

(d) **Notice of Infringement:** Each party hereto shall advise the other promptly of any instances of infringements, limitations, illegal use or misuse of any Trademark. Licensee shall have the right, in its own name, in the name of Grantor, or in the name of both Grantor and Licensee, to commence legal action for the enforcement of any such Trademarks in any Relevant Country, but prior to the commencement of any such action by Licensee. Licensee shall advise Grantor by notice in writing of its intention to do so. Grantor shall have the option, in Grantor's sole discretion, to be exercised by delivery of notice in writing to Licensee, for Grantor to assume the prosecution of any such action and appoint counsel of its choice at any time prior to or during the

action, provided, however that Grantor reimburses Licensee for all reasonable legal costs incurred by Licensee in connection therewith up to the date of Grantor's undertaking of any such action. Grantor and Licensee shall cooperate fully in the prosecution of any such action free of charge, and each agrees that it shall be joined as a party plaintiff to the action and authorizes such joinder. Each shall have the right at its own expense to retain independent counsel or shall designate an individual of its choosing who shall be kept fully informed of all issues in the action, who shall be advised in advance of each new step in the action, and who shall be entitled promptly to receive copies of all pleadings, documents and correspondence regarding the action. In the event that any such action is successfully prosecuted against an infringer, any damages, accounting of profits, award of legal costs or other recovery shall be applied first to reimburse the party having assumed the prosecution of the action for its reasonable legal expenses, including any amounts paid by Grantor to Licensee in assuming the prosecution of the action, and any remaining amounts shall then be divided between Grantor and Licensee in proportion to the damages suffered by Licensee and the Royalties lost and other damages incurred by Grantor with respect to the infringing conduct. In the event that any such action is unsuccessful, whoever has initiated or assumed the prosecution of the action shall be responsible for paying any legal costs which may be awarded to the successful defendant.

(e) **Abandonment of Trademarks:** If in the Grantor's reasonable judgment, the Licensee's failure to use a registered trademark in a Relevant Country renders that Trademark subject to cancellation for abandonment, lack of use or similar grounds (the "abandonment"), Grantor shall furnish Licensee with written notice thereof in the manner set forth in this Agreement. Licensee.

and Grantor shall cooperate with each other to the extent necessary and appropriate in order to prevent any abandonment or diminution of Grantor's Trademark rights in any Relevant Country. Licensee shall thereupon have a period of sixty (60) days from its receipt of notice to furnish Grantor with written notice in the prescribed manner of its intention:

(i) Not to use the Trademark in the jurisdiction wherever the abandonment has occurred, in which case all of Licensee's rights to exploit the Trademark in said jurisdiction under this Agreement shall immediately terminate and revert to the Grantor; or

(ii) To use the Trademark in said jurisdiction in a manner reasonably calculated to cure the abandonment within a period not to exceed six (6) months from the date of Licensee's notice. If, in the Grantor's reasonable judgment, Licensee has failed to substantially cure the abandonment by the end of said six (6) month period, all of Licensee's rights to exploit the Trademark in said jurisdiction under this Agreement shall immediately terminate and revert to the Grantor.

(f) Additional Representations and Warranties of Grantor:

In addition to the warranty contained in Section 2(d), the Grantor hereby represents and warrants:

(i) The Grantor is a corporation duly organized, validly existing and in good standing under the laws of its state or nation of incorporation, and has all requisite corporate power and authority to own its properties and assets and to conduct its businesses as now conducted.

(ii) The Grantor has all requisite corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the performance of

Grantor's obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action by the Board of Directors of the Grantor, and no other corporate proceedings (including, without limitation, shareholder proceedings) on the part of the Grantor are necessary to authorize such execution, delivery and performance of this Agreement. This Agreement has been duly executed by Grantor and constitutes its valid and binding obligations, enforceable against it in accordance with their terms.

(iii) Each registration and application for the U.S. Trademarks and, to the best of Grantor's knowledge and belief, for each foreign Trademark within the Territory, is subsisting and in full force and effect as of the date hereof.

(iv) To the best of Grantor's knowledge and belief, (x) no Trademark and none of the Know-How infringes upon the rights of any other person, firm or entity within the Territory and (y) no person has provided notice to Grantor within the past three (3) years claiming that any Trademark or any know-know has infringed the rights of any person, firm or entity in the Territory.

(v) Annexed hereto as Schedule C hereof is a true, accurate and complete schedule of all registrations and applications for all U.S. and foreign Trademarks which are on Grantor's trademark counsel's records, including a schedule of the dates of the application therefor, and the renewal due dates of each registration.

(vi) All of the U.S. Trademarks and, to the best of Grantors knowledge and belief, all foreign Trademarks, are owned by the Grantor free and clear of all claims, liens and encumbrances.

(vii) The Products manufactured and/or sold by Grantor in the Territory prior to the Effective Date are, to the best of Grantor's knowledge and belief, fit for the use intended, have been manufactured, sold and distributed in compliance with all applicable law, rules and regulations within the Territory including, but not limited to, all requirements of the U.S. Food and Drug Administration and the U.S. Bureau of Alcohol Tobacco and Firearms and conform in all respects to all applicable laws within the Territory.

(viii) None of the Trademarks in the U.S., and to the best of Grantor's knowledge and belief outside the U.S. in the Territory, is subject to any outstanding order, decree, judgment, stipulation or agreement limiting the scope or the use of any of the Trademarks.

12. INDEMNITY FOR TRADEMARK ACTIONS

Grantor will defend Licensee, its subsidiaries, affiliates, customers, distributors, directors, officers, representatives, agents, successors and assigns, and will indemnify and hold Licensee harmless, against any claim that the use in accordance with this Agreement by Licensee of the Trademarks and other intellectual property rights granted to Licensee hereunder in connection with the sale of any of the Products infringes trademarks or other intellectual property rights of third parties in the Territory in which Grantor has registered its Trademarks, and Grantor will pay resulting costs, damages and legal fees finally awarded up to a maximum of the Royalties to which Grantor is entitled under this Agreement in the year of award, provided, however, that Licensee shall promptly notify Grantor in writing of the claim; and Grantor has sole control of the defense and all related settlement negotiations subject to prior, meaningful consultation with Licensee and adhering to the reasonable requirements of Licensee.

(a) **Registrations and Approvals of Trademarks:** Licensee shall be responsible for all:

(i) costs and expenses for registering the Trademarks in the name of Grantor (subject to clause (iii) below) in any Relevant Country it deems appropriate in connection with Licensee's business activities which already subsist within the Territory as set forth on Schedule "A". In the event that Licensee decides to apply for registration of any one or more of the Trademarks in connection with the Products in any Relevant Country where no registration currently exists, Licensee shall notify Grantor in writing and may request and obtain Licensee's advice and assistance if required, and keep Grantor informed of pertinent developments and/or the issuance of registration;

(ii) costs and expenses for maintaining the current registration of the Trademarks set forth in Schedule "A" in full force and effect throughout the term of this Agreement, together with any and all renewals and extensions thereof. Licensee shall bear all costs and expenses of preserving, protecting and enforcing applicable currently existing Trademark rights. Licensee shall bear without limitation all costs and expenses for registering the Trademarks beyond registrations which already subsist in the Territory; and,

(iii) ensuring that, in the case that Licensee was required to file any registrations under its name due to local legal requirements, upon termination of Licensee's rights to use the Trademarks under this Agreement, Licensee will, at its own expense, cause all such registrations to be re-filed in the name of Grantor. This provision is not intended to grant Licensee the right to file registrations in its name without the prior written consent of Grantor, or as may be required

by law.

(b) **Maintenance of Trademarks:** In order to assist Licensee in maintaining the trademarks as described in sub-paragraph (a) above, Grantor agrees:

(i) to instruct its local trademark and patent agent(s), if any, to keep Licensee informed of all action taken or scheduled to be taken in respect of the Trademarks and to take reasonable instructions from the Licensee to the extent lawful and not in breach of this Agreement concerning such actions as may be need to maintain such Trademarks, registrations and Patents;

(ii) to notify Licensee at the time it makes an application for a patent or trademark or acquires any right in a patent or trademark which is or becomes subject to the terms of this Agreement.

Licensee shall pay all resulting legal fees and related costs in connection with the maintenance of the Trademarks contemplated herein.

(c) **Filing for Protection:** In the event that either Grantor or Licensee decides not to file for patent protection for any invention or discovery relating to the Products, Grantor or Licensee, as the case may be, agrees to notify the other party within thirty (30) days after such decision in order to allow such other party to pursue any rights to such invention or discovery.

(d) **Abandonment of Patents:** If either Grantor or Licensee intends to dispose of or abandon any of the patents, rights in the patents, patent application or the right to file under the Paris Convention for a foreign patent, if any (the "Patent Interest") which would be related to Products covered by this Agreement, Grantor or Licensee, as the case may be, shall promptly notify the other party of such intention and give such other party sufficient notice to permit it to take all steps necessary to preserve such Patent Interest. Such other party shall then have the right during

a sixty (60) day period commencing with such notification to assume any such Patent Interest which the notifying party intends to dispose of or abandon and to undertake the procuring or preserving of such Patent Interest to itself. The notifying party will cooperate with the other party in such endeavor (including making an assignment of full right, title and interest in the Patent Interest) provided that such other party shall bear all costs (including any tax liability) in connection therewith. Subject to Section 34 below, nothing in this Agreement shall prevent Grantor from assigning or selling its rights to receive Royalties or Minimum Royalties or its reversionary rights in anticipation of termination of the license granted by this Agreement.

(e) **Assistance re: Prosecution:** Each of Licensee and Grantor shall render all reasonable assistance if so requested by the other in the prosecution of any future patent applications in any Relevant Country and shall do all things in its power towards maintaining the validity and enforceability of any patents which may have issued or which may issue in respect of such patent applications. Licensee shall render all practicable assistance, if so requested by Grantor, in connection with and in support of any application by Grantor for the extension of the term of any patent without substantial cost to Licensee.

(f) Licensee shall be responsible for any and all costs and expenses which may be incurred in connection with the registration, maintenance, filing, preservation and protection of the Trademarks in the Relevant Countries within the Territory under this Agreement.

ADDITIONAL USE OF TRADEMARKS AND OTHER PROPRIETARY MARKS

(a) **Description as Authorized Licensee:** Licensee is authorized, and obligated, to describe, refer to and advertise itself as a licensee of Grantor for the manufacture, distribution and sale of the Products in the Territory.

(b) **Display of Trademark:** Licensee agrees to display the Trademarks prominently on all of the packaging and containers for Products manufactured and offered for sale. Below the identification or trademark, Licensee may affix an additional mark showing that the manufacture has been made in the workshops of Licensee. For all packaging, labeling and containers manufactured after the Effective Date, uses of the Trademarks by Licensee shall indicate either "TM" or ®, as is appropriate, and except where the size or shape of the packaging, label or container does not make it feasible, text and size of such additional mark shall not exceed one-half of the size of the Trademarks. Subject to the foregoing, Licensee may identify itself as the exclusive worldwide licensee for the manufacture, promotion, distribution and sale of the Products. The inadvertent failure of Licensee to display any required trademark notification shall not constitute a basis of any claim by Grantor of breach or termination of this Agreement. Upon notification of any such failure, Licensee shall promptly take all commercially reasonable actions to provide the requisite trademark notification on all subsequently manufactured goods.

Notwithstanding the foregoing, any products returned to Licensee which were sold by licensees of Grantor prior to the Effective Date shall be exempted from these display requirements, and Licensee will be permitted to re-sell said returned products as already labeled, packaged or containerized.

(c) **New Trademarks:** If any Trademarks of Grantor are used by Licensee alone, or in combination with other Trademarks of Grantor or Licensee in such manner as to be distinctive by reason of design, color, format or any other reason, such distinctive features and associated good will shall become the property of and enure to the benefit of Grantor, subject to the terms of this Agreement, and Licensee agrees that it will, upon demand and without any payment or other consideration, execute such documents as are necessary to transfer and assign all rights thereto to Grantor.

(d) **Transfer to Grantor:** Should the law or regulations of any part of the Territory invest Licensee with any property rights to any of the Trademarks, Licensee shall promptly, freely and cooperatively relinquish to Grantor any and all such rights upon the expiration or termination for any reason of this Agreement, without recourse or cost to either Grantor or Licensee and shall thereafter refrain from any claim of right in or further usage of the said Trademarks.

(e) **No Warranty: Indemnification:** Except as otherwise set forth in this Agreement, Grantor makes no warranty with respect to the Know-How or Products, and Licensee is strictly prohibited from representing that such a warranty exists. Except as otherwise set forth in this Agreement, Grantor strictly disclaims any liability arising out of errors or omissions in the Know-How or in information provided to Licensee. Licensee shall indemnify and save Grantor, its Affiliates, directors, officers, employees and agents and their respective heirs, executors, administrators, successors and assigns and each of them harmless from all loss, costs or damages which Grantor or such other person may suffer or pay as a result of claims or suits arising out of or relating to any acts, duties or obligations or omissions of Licensee (or of any personnel employed or otherwise engaged by Licensee to perform Licensee's obligations under this

Agreement, or the use of the Trademarks and other rights granted hereunder or the operation of its business by Licensee, and Licensee shall, at the request of Grantor, assume the defense of any demand, claim, action, suit or proceeding brought against Grantor or such other persons by any reason thereof and pay any and all damages assessed against or that are payable by Grantor or such other persons as the result of the disposition of any such demand, claim, action, suit or proceeding, unless said loss, costs or damages arise out of (i) the intentional acts or breach of the terms of this Agreement by Grantor or (ii) any event or circumstance for which Grantor is obligated pursuant to Section 12 hereof to indemnify Licensee and the other persons entitled to indemnification under such Section. Without limiting the generality of the foregoing, Licensee agrees to indemnify and save Grantor, its Affiliates, directors, officers, employees and agents and their respective heirs, executors, administrators, successors and assigns and each of them harmless of and from any and all manner of action, causes of action, claims, liabilities, debts, covenants, contracts, accounts, duties, demands, damages or expenses whatsoever, directly or indirectly suffered by it or them in connection with or otherwise related to product liability, personal injury and property loss of, to or experienced by third parties in relation to the Products manufactured after the Effective Date by or on behalf of Licensee.

(f) **Insurance Policy:** For the carrying out of the covenant contained above, but without limiting the generality thereof, Licensee shall procure and maintain, in full force and effect, a comprehensive general liability insurance policy or policies with personal injury liability blanket, contractual liability and completed operations liability insurance endorsements protecting Licensee and Grantor and their officers, directors, employees and agents against any loss, liability or expense due to personal injury, death or property damage or otherwise arising out of

or occurring in connection with all the business of Licensee. Grantor shall be a named additional insured in each such policy or policies obtained by Licensee which shall be written by a responsible insurance company or companies licensed to do business in the U.S. and meeting with the reasonable approval of Grantor, with a combined single limit (which insurance shall also include all Relevant Countries wherein Licensee has rights from Grantor) of not less than two million (\$2,000,000) dollars plus a ten million (\$10,000,000) dollar umbrella (or its equivalent) for bodily injury or death and for property damage. Such policy or policies (or equivalent replacement policies) shall be in effect throughout the term of this Agreement. Prior to commencing shipments, Licensee shall furnish Grantor with a certificate or certificates of such insurance, together with evidence that the premiums therefor have been paid. Maintenance of such insurance and the performance by Licensee of its obligations under this paragraph shall not relieve Licensee of liability under the indemnity provisions set forth in this Agreement, except that Licensee shall have no liability to Grantor under any provision of this Agreement to the extent that the proceeds of any applicable insurance policy are paid to Grantor in satisfaction of all its losses.

15. CONFIDENTIALITY

(a) **Confidential Information:** All information regarding the Trademarks, including the Know-How, other than information generally known in the industry or information made known by a third party to Licensee other than as a consequence of Licensee's relationship with Grantor ("Confidential Information") shall be treated as confidential by Licensee and shall be used solely to enable Licensee to manufacture, use, sell and develop a market for the Products in accordance

with this Agreement and to carry out the business as contemplated by this Agreement, and all documents containing or disclosing such Confidential Information shall at all times be and remain the property of Grantor; provided, however, that Grantor shall not during the term of this Agreement demand the delivery of such documents from Licensee.

(b) **Duty Not to Disclose:** Licensee covenants and agrees that no Confidential Information given to it by or on behalf of Grantor in the manner described or otherwise shall be disclosed to anyone outside the organization of Licensee without the prior written consent of Grantor unless otherwise required by law but only after notice of same to Grantor.

(c) **Reasonable Efforts:** Licensee agrees to use all reasonable efforts to take such actions as may be appropriate to prevent the unauthorized use and disclosure of, and to keep confidential, all such Confidential Information, including:

(i) ensuring that such Confidential Information is disclosed only to responsible employees of Licensee who have first been properly instructed to maintain such Confidential Information in confidence;

(ii) not disclosing to any third party the terms and conditions of this Agreement, except as required by Licensee's loan agreement with Chase Manhattan Bank (and the syndicates thereof), provided that such parties have first been properly instructed to maintain such Confidential Information in confidence, or in order to obtain court orders or actions advantageous to the parties hereof, provided that Grantor has been given reasonable prior written notice thereof;

(iii) not disclosing methods of manufacture or sale of the Products including production and marketing plans; and

(iv) safeguarding as far as practicable the Confidential Information against theft, damage or access by unauthorized persons.

(d) **Permitted Disclosure:** Nothing contained in this Agreement shall prevent Grantor or Licensee from making disclosure of any of the Confidential Information to:

(i) any authorized body for the sole purpose of obtaining registration of any patent for any invention or discovery which is the subject of this Agreement; or

(ii) any other person, firm or corporation for the purpose of promoting the sale or use of Products by Grantor and any of its other licensees or by Licensee and any of its permitted Distributors, provided, however, that Licensee shall obtain from the persons to whom such disclosure is made a covenant of nondisclosure in favor of both Grantor and Licensee;

(iii) any other person, entity, firm or corporation to the extent as may be required by law pursuant to subpoena or similar compulsion, provided that, to the extent practicable, reasonable prior written notice thereof is given to the other party; or

(iv) in connection with the bankruptcy case In re: Renaissance Cosmetics, Inc., et al., Case No. 99-2136 (MFW) (Chapter 11), presently pending before the U.S. Bankruptcy Court for the District of Delaware, Grantor may make disclosure of any of the Confidential Information to the bankruptcy court, the creditors' committee and/or other interested parties, provided that Grantor shall endeavor to obtain the agreement of such parties to maintain the confidentiality of such Confidential Information or a Protective Order from the bankruptcy court.

(v) any person or entity undertaking tolling manufacturing on behalf of Licensee, or with which Licensee enters into a contract or consulting agreement, related to the Products if necessary for Licensee to ensure that the provisions of this Agreement are followed, and further

provided that Licensee shall obtain the agreement of said manufacturers, contractors and consultants to maintain the confidentiality of such Confidential Information.

16. BOOKS AND RECORDS

(a) **Duty to Keep Books.** Licensee shall keep at its principal place of business, clear and proper books of account showing all sales of Products under this Agreement.

(b) **Report by Accountants:** Licensee shall, upon Grantor's request (not to be made more than once during any twelve (12) month period) on not less than ten (10) days' written notice and at Grantor's expense, cause its certified public accountants to issue an annual royalty report upon which Grantor may rely.

(c) **Right of Access to Books:** Grantor may designate and regularly retain an independent certified public accounting firm to (i) review all Royalty reports and reportings as and when issued and received and (ii) inspect from time to time Licensee's relevant books and records to ascertain the accuracy of Licensee's Royalties reporting not more than one (1) time in each Contract Year, and then on not less than ten (10) days' written notice. Licensee shall maintain its principal place of business and its books and records within the United States. The audit shall be conducted at Licensee's premises where the relevant books and records are maintained during its regular office hours. Licensee shall make available to the auditor reasonable working space, access to a personal computer or adding machines, reproduction equipment and telephone lines, provided, however, that if any audit under this Agreement shall reveal a discrepancy in Licensee's favor (i.e., a discrepancy adverse to Grantor) of more than ten (10%) percent of the amount due Grantor, Grantor shall thereafter, for the next two (2) Contract Years have the right:

to audit up to two (2) times in each such Contract Year, and Licensee will be obligated to pay the cost of said audit(s). If Grantor shall fail to audit, or if it audits and fails to object within one hundred-eighty (180) days from the receipt of the final Royalties report for the Contract Year with respect to which any Royalties report(s) was rendered for that Contract Year, the Royalties report(s) shall be deemed final and conclusive and not subject to any further review or adjustments, except that if any audit shall reveal a discrepancy in Licensee's favor of more than twenty-five (25%) percent of the amount due with respect to a prior Contract Year(s), then in that event the Royalties report(s) for that Contract Year(s) shall be subject to appropriate adjustment. At the request of either party hereto, any discrepancy perceived in the auditor's report shall be the subject of a prompt meeting between Grantor and Licensee at which meeting the parties shall discuss the purported discrepancies and attempt to resolve any dispute concerning it. At a reasonable time prior to said meeting, Grantor will provide a synopsis of the discrepancy so that Licensee will have reasonably sufficient time to investigate it and respond to it prior to the meeting.

17. **LICENSEE'S STATUS AND SUBLICENSEES TO BE BOUND**

(a) **Licensor and Licensee Only:** The relationship between Grantor and Licensee is intended to be and shall be that of licensor and licensee, and Licensee and its employees, agents and representatives shall under no circumstances be considered agents, partners, joint venturers or representatives of Grantor. Neither party hereto shall act or attempt to act, or represent itself, directly or by implication, as agent, joint venturer, partner or representative of the other or in any manner assume or attempt to assume or create any obligations or liability of any kind, nature or

sort, express or implied, on behalf of or in the name of the other.

(b) **No Franchise:** The relationship created by this Agreement does not constitute the granting of a franchise to Licensee by Grantor and no federal or provincial franchise statute, law, regulation or rule is intended to or has been applied by the parties hereto, nor shall any such franchise, statute, law, regulation or rule be deemed or construed to apply to the formation, operation, administration or termination of this Agreement.

(c) **Obligations of Sub-licensees:** Licensee shall not grant any license or sublicense of its rights hereunder to any person or entity unless such licensee or sublicensee agrees to be bound by all the terms and conditions hereof applicable to Licensee pursuant to an agreement in form and substance satisfactory to Grantor, in its reasonable discretion.

18. TERMINATION

(a) In the event that either party hereto believes that the other party is in default in any material respect in the performance of any of its material obligations under this Agreement (or any other agreements entered into in connection herewith) or otherwise commits any material breach of this Agreement (or any other agreements entered into in connection herewith) then the following procedures shall apply:

(i) The party claiming a breach or default (the "Claiming Party") shall promptly notify the other party (the "Respondent"), in writing of the claimed default or breach in as specific detail as is reasonably possible specifying the precise nature of the claimed breach or default and shall provide the Respondent with a right to cure the claimed default or breach, if curable, within ten

(10) days with respect to defaults in the payment of monetary obligations and thirty (30) days with respect to non-monetary defaults.

(ii) In the event that the claimed breach or default is cured to the satisfaction of the Claiming Party, the Claiming Party shall so acknowledge, in writing, its satisfaction, and the Respondent shall not have any further duty, liability or obligation with respect to such claimed breach or default.

(iii) In the event that the Respondent shall dispute the validity of the claimed breach, the parties shall meet to discuss the same within ten (10) days of the receipt of the written response from the Respondent. In the event that the parties are unable to resolve the issue(s), the subject matter of the dispute shall be resolved through such judicial proceedings as may be initiated or commenced in a court of competent jurisdiction for any damages, remedies or relief whatsoever, none of which shall be deemed exclusive of the other, including equitable or injunctive relief by the Claiming Party.

(b) Grantor shall have the unilateral right to terminate this Agreement, effective upon notice to Licensee in the event of (i) Licensee's insolvency or the making by Licensee of an assignment for the benefit of creditors except for assignments undertaken pursuant to Section 32(b), (ii) the appointment of a receiver for all or a substantial portion of Licensee's property, (iii) the assumption of custody, attachment, sequestration by a court of competent jurisdiction of all or a significant portion of Licensee's property, or (iv) Licensee and its subsidiaries ceasing to carry on their business taken as a whole. No assignee for the benefit of creditors, receiver, liquidator, trustee in bankruptcy, sheriff or any other officer of the court or official charged with taking over

custody of Licensee's assets or business, shall have any right to continue performance of this Agreement, and this Agreement may not be assigned by operation of law.

19. EVENTS UPON TERMINATION

(a) Upon termination of this Agreement for any cause whatsoever:

(i) all Minimum Royalties, and Additional Royalties, including amounts due on the Products sold for which reports have not yet been issued, shall immediately become due and payable to Grantor;

(ii) Licensee shall be entitled for a period of forty-five (45) days following termination to complete the assembly of Products and shall then have a further period of ninety (90) days to complete the sale of the Products (such aggregate one hundred thirty five (135) day period hereinafter referred to as the "Relevant Period"), which sales shall be subject to the payment to Grantor of appropriate Royalties;

(iii) If termination is the result of Licensee's failure to pay appropriate royalties, proceeds derived from the sale of the Products during the Relevant Period shall first be applied to payment of outstanding royalties (including royalties on such sale). Furthermore, Grantor shall be entitled to the right of first refusal to buy all of the Products during the Relevant Period.

(iv) Subject to the rights contained in subparagraph "(ii)" hereinabove, Grantor will have the right to require Licensee to sell to it at Licensee's cost price such of the assembled or part assembled merchantable Products as shall not have been disposed of by Licensee at the date of exercise of such option and, if Grantor so requires, such cost price shall be paid within forty-five (45) days of delivery of the assembled or part assembled Products; and

Upon the expiration of the "Relevant Period", Licensee shall immediately cease using the Trademarks and all other trade names and trademarks of Grantor in any manner whatsoever, and shall forthwith destroy all labels, containers, cartons, advertising material, packages and other distinctive materials with the Trademarks. All rights to the Trademarks, trade names and other intellectual property associated with the Trademarks such as at present exist or such as are created, developed or acquired subsequent to the date hereof by Grantor or Licensee relative to the Products, shall immediately and automatically become the sole and exclusive property of Grantor or its successor, and Licensee, as well as its successors and sub-licensees, shall immediately cease and desist from the use of said names, labels, style, dress and appearance of the containers, cartons, advertising matter and packages used hereunder, and shall forthwith, and not later than thirty (30) days thereafter, return free of any charge to Grantor, the technology of the Know-How and Trademarks; further, Licensee agrees that it will forthwith discontinue the use of and refrain from using, disclosing or exploiting the Know-How and any technical data and information pertaining thereto or any improvements or development in respect thereof disclosed to it under this Agreement by Grantor and from manufacturing or selling the Products, and Grantor shall forthwith have the right to institute proceedings for infringement of any of its Trademark rights then in force;

(b) After the earlier of the expiry of the Relevant Period and the completion of Grantor's purchase of all assembled and part assembled Products:

(i) Licensee shall turn over to Grantor or its designee all sale inquiries and unfilled orders; and

(ii) Licensee shall cease trading in the Products and shall notify all dealers and other interested parties of the termination, and Licensee shall further cease to make any representations to the public.

(c) Notwithstanding any such termination:

(i) all warranties set out in this Agreement and all obligations of indemnification shall survive and continue to bind the parties hereto for two (2) years after the date of termination of this Agreement;

(ii) Licensee shall honor any remaining payment obligations set out in this Agreement.

20. CONFORMITY WITH LOCAL LAWS

(a) **Modifications on Non-conformance:** The rights and obligations of the parties under this Agreement shall be subject to all applicable laws, orders, regulations, directions, restrictions and limitations of the governments having jurisdiction of the parties hereto. In the event, however, that any law, order, regulation, or interpretation thereof shall in the reasonable judgment of either party hereto substantially alter the relationship between the parties under this Agreement, or the advantages derived from such relationship, either party hereto may request the other party to modify this Agreement, and if, within fifteen (15) days subsequent to making such request, the parties are unable to agree upon a mutually satisfactory modification hereof, then the adversely affected party may terminate this Agreement in accordance with the provisions of Section 18 of this Agreement.

(b) Recording of Agreement: Licensee, at its own expense, shall take such steps as may be required to satisfy the laws and requirements of the respective countries wherein the Grantor presently does not directly exploit the Products with respect to declaring, recording or otherwise rendering this Agreement valid and enforceable. If such steps are taken by Licensee within such jurisdictions or in such jurisdictions wherein Grantor presently directly exploits the Products, the reasonable costs and expenses thereof incurred by Licensee shall be the cost and expense of Licensee

21. DISCLOSURE

This Agreement may be filed with any governmental agency or official as determined to be required by either party hereto on prior notice and only as may be required by law or court order.

22. EXTENDED MEANINGS

Words importing the singular number include the plural and vice versa, and words importing gender include all genders.

23. INTERPRETATION NOT AFFECTED BY HEADINGS

The division of this Agreement into paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

24. APPLICABLE LAWS

This Agreement shall be deemed to have been made, executed and delivered in New York, New

York and any controversy arising under or in relation to this Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the State of New York without giving effect to the conflicts of laws provisions thereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject-matter hereof and, except as to the instruments and documents to be executed and delivered pursuant to it, and other agreements between the parties consummated on the same date as this Agreement (the "Other Agreements"), this Agreement contains all of the representations, undertakings and agreements of all parties respecting the subject-matter hereof. There are no representations, undertakings or agreements of any kind between the parties hereto respecting the subject-matter hereof except those contained in this Agreement, and said other agreements consummated on the same date as this Agreement.

26. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement as a whole and the remaining provisions shall be construed or reformed so as to as nearly as possible give effect to the intentions of the parties in entering into this Agreement.

27. CURRENCY

Unless otherwise specifically provided in this Agreement, all references to dollar amounts or

other money amounts are expressed in terms of lawful money of the United States.

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NOTICES

(a) Any notice or other documents required or permitted to be given under this Agreement shall be in writing and shall be delivered, mailed by pre-paid registered mail, return receipt requested, by overnight courier (with proof of delivery requested) or sent by telecopy addressed to the party or parties to whom it is to be given at the address shown below or at such other address or addresses as the party or parties to whom such writing or documents is to be given shall have last notified all other parties in accordance with the provisions of this paragraph:

(i) if to Licensee at:

New Dana Perfume Corp.
470 Oakhill Road
Mountaintop, PA 18707
Attn: Tony Wesley
Telecopier No.: 570-474-7972

-and-

New Dana Perfume Corp.
470 Oakhill Road
Mountaintop, PA 18707
Attn: Alfred Cowger
Telecopier No. 570-474-7914

(ii) if to Grantor at:

Houbigant, Inc.
c/o M. J. Sherman & Associates
333 East 68th Street
New York, New York 10021
Attention: Michael J. Sherman
Telecopier No.: 212-517-3652

- and -

Kaye, Scholer, Fierman, Hays
& Handler, LLP
425 Park Avenue
New York, New York 10022
Attention: Mitchell H. Perkiel, Esq.
Teletypewriter No. 212-836-6157

(b) Any such notice or other document shall:

(i) if delivered, be deemed to have given and received at the place of receipt on the date of delivery, provided that if such date is a day other than a business day in the place of receipt, such notice or documents shall be deemed to have been given and received at the place of receipt on the first business day in the place of receipt, thereafter;

(ii) if transmitted by telecopy, be deemed to have been given and received at the place of receipt on the next business day in the place of receipt, thereafter;

(iii) if mailed, be deemed to have been given and received at the place of receipt on the date of actual receipt.

(c) In the event of postal disruption, such notices or documents must either be delivered by overnight courier or sent by telecopier.

(d) Any notice by telecopier shall immediately be followed by delivery by overnight courier or by registered mail, return-receipt requested.

(e) If Licensee defaults on payment of any royalty when due, Grantor agrees to provide a copy of the initial default notice, if any, to Licensee's lender at the following:

The Chase Manhattan Bank
600 Fifth Avenue, 4th Floor
New York, New York 10020
Attention: NDP Account Executive
Telephone: (212) 332-4244
Facsimile: (212) 332-4297

with a copy to:

Hahn & Hessen LLP
350 Fifth Avenue
New York, New York 10118-0075
Attention: Daniel J. Krauss, Esq.
Telephone: (212) 736-1000
Facsimile: (212) 594-7167

29. AMENDMENT OF AGREEMENT

None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or knowledge of either party hereto, their respective agents servants or employees unless done so in writing signed by both parties hereto.

30. WAIVER OF BREACH

No waiver on behalf of any party hereto of any breach of the provisions shall be effective or binding on such party hereto unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any future breach of any of the provisions of this Agreement.

31. FURTHER ASSURANCES

Each of the parties hereto covenants and agrees that he, his heirs, executors, administrators, successors and permitted assigns will execute such further documents and do and perform or cause to be done and performed such further and other acts as may be necessary or desirable from time to time in order to give full effect to the provisions of this Agreement.

(a) This Agreement shall be binding on and enure to the benefit of the successors and assigns of both parties hereto and all persons or entities succeeding to or acquiring the business now carried on by Grantor or Licensee. However, Licensee shall not be entitled to assign this Agreement in whole or in part without the prior consent in writing of Grantor, except to Affiliated companies. Moreover, Licensee shall not be entitled to, and hereby agrees that it shall not sell, transfer or dispose or cause the sale, transfer and disposition of the ownership and control of rights under this Agreement, except to Affiliated companies. Any such sale, transfer, disposition or assignment will not affect any rights of Grantor under this Agreement. Licensee's obligations under this Agreement will be assumed in full by said Affiliate, and Licensee will guarantee said obligations. For purposes of this Agreement and this paragraph "32", except for and excluding grants to Affiliated companies of Licensee, a grant of distributorship by Licensee of the Trademarks and Know-How of the Products for portions of the Territory from which the aggregate Sales so generated represent more than fifty (50%) percent of all Royalties for the entire Territory in any given year shall be deemed a "sale" hereunder.

(b) Notwithstanding any other provision of this Agreement, Licensee shall be permitted, without the consent of Grantor, and in a form satisfactory to Chase Manhattan Bank, to pledge or assign Licensee's rights under this Agreement to Chase Manhattan Bank, or any other member of the syndicate with which Licensee entered into a loan agreement as stated in Section 15(c)(ii) above (hereinafter collectively referred to as the "Lenders"), as collateral security for the obligations of Licensee to the Lenders in the exercise of their rights and remedies, provided that,

notwithstanding any such assignment as collateral security (and whether or not the Other Agreements are assigned to the Lenders or said Lenders exercise any rights or remedies thereunder), any breach or default under said Other Agreements shall continue to give rise to Grantor's rights to terminate this Agreement and exercise its remedies as provided in Section 18 above.

33. TIME

When calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded.

34. NO SALE BY GRANTOR

Until this Agreement is terminated, Grantor agrees not to sell or otherwise transfer any Trademarks, Patents, Know-How, intellectual property, or other rights contained in or related to this Agreement, other than to Affiliates of Grantor, except with the written permission of Licensee. Any such sale or transfer will not affect any rights of Licensee under this Agreement. Grantor's obligations under this Agreement will be assumed in full by said Affiliate, and Grantor will guarantee said obligations.

SURVIVAL

The provisions of Sections 6(d), 9(d), 12 (subject to Section 19(c)), 14(e) (subject to Section 19(c)), 15 and 16 hereof shall survive the termination or expiration of this Agreement.

36. NO CONSTRUCTION AGAINST DRAFTER

Because both Grantor and Licensee have made substantive drafting contributions and changes to this Agreement, this language of the Agreement shall not be interpreted for or against either Grantor or Licensee.

WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date
above written.

HOUBIGANT, INC

Per: Michael J. Sherman
Michael J. Sherman
Chief Executive Officer

ETABLISSEMENT HOUBIGANT

Per: Michael J. Sherman
Michael J. Sherman
Chief Executive Officer

DPC ACQUISITION CORP.

Per: _____
Anthony J. Wesley
Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first above written.

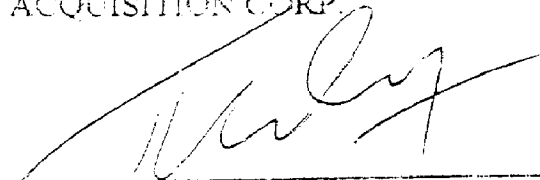
HOUBIGANT, INC

Per: _____
Michael J. Sherman
Chief Executive Officer

ETABLISSEMENT HOUBIGANT

Per: _____
Michael J. Sherman
Chief Executive Officer

DPC ACQUISITION CORP.

Per:  _____
Anthony J. Wesley
Chief Financial Officer

SCHEDULE 'A'

Trademarks

Chantilly

White Chantilly

Lutece

Raffinee

Demi-Jour

English Waterlilies

French Garden Flowers

Monsieur Musk

Bistro De Chantilly

Parfums Parquet

French Vanilla

Presence

Schedule B

<u>Day</u>	<u>Minimum Royalty</u>
31	115,000
61	115,000
91	115,000
121	115,000
151	141,000
181	365,000
211	365,000
241	365,000
271	365,000
301	365,000
331	365,000
361	365,000
391	365,000
421	365,000
451	365,000
481	365,000
511	365,000
541	365,000
571	365,000
601	365,000
631	365,000
661	366,000
691	365,000
721	365,000
751	365,000
781	365,000
811	365,000
841	365,000
871	365,000
901	365,000
931	365,000
961	365,000
991	365,000
1021	365,000
1051	365,000
1081	365,000
1111	365,000
1141	365,000
1171	365,000
1201	365,000
1231	365,000

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CLASSIFICATION	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
NY26639815-9 K7 6354 R B	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	IR ALGERIA R169234 HOUBIGANT, INC./NEW YORK	28169234 MAY 11, 1993	MAY 11, 2013
NY1902387-6 LV 9176 B	ETABLISSEMENT HOUBIGANT, INC. (DEL.)	DEMI-JOUR	ARGENTINA HOUBIGANT, INC./NEW YORK	1426108 MAR 31, 1993	MAR 31, 2003
NY1970207-0 KP 0000 B	ETABLISSEMENT HOUBIGANT, INC. (DEL.)	WHITE CHANTILLY	ARGENTINA HOUBIGANT, INC./NEW YORK	2122664 DEC 26, 1997	1999
NY1890834-8 LX 1980 R B	ETABLISSEMENT HOUBIGANT, INC. (DEL.)	CHANTILLY	ARUBA HOUBIGANT, INC./NEW YORK	13553 JAN 01, 1996	DEC 31, 2005
NY19001149-1 IX 3914 B	ETABLISSEMENT HOUBIGANT, INC. (DEL.)	PRESENCE (WITH ACCENT OVER FIRST E)	AUSTRALIA HOUBIGANT, INC./NEW YORK	A537252 JUL 02, 1997	JUL 02, 2007
NY26685521-1 K7 6354 R B	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	IR AUSTRIA R169234 HOUBIGANT, INC./NEW YORK	28169234 MAY 11, 1993	MAY 11, 2013
NY87800237-1 K2 6351 R B	ETABLISSEMENT HOUBIGANT	PRESENCE	IR AUSTRIA R224005 HOUBIGANT, INC./NEW YORK	R 224005 SEP 24, 1979	SEP 24, 1999
NY18860177-8 RA 0366 R B	ETABLISSEMENT HOUBIGANT, INC. (DEL.)	DEMI-JOUR	BENELUX HOUBIGANT, INC./NEW YORK	441906 FEB 09, 1998	FEB 09, 2008
NY26649846-1 K7 6354 R B	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	IR BENELUX R1692334 HOUBIGANT, INC./NEW YORK	28169234 MAY 11, 1993	MAY 11, 2013

CLASSIFICATION	REGISTRATION / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
HY87800238-2 K2 6351 R	ETABLISSEMENT HOUBIGANT	PRESENCE	IR BENELUX	R 224005	SEP 24, 1999
HY17302440-7 I U 6526	HOUBIGANT, INC. (DEL.)	CHANTILLY	RENEWAL DISPATCHED BERHODA	7420	OCT 04, 2001
HY11960642-9 K2 6354 R	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	IR BOSNIA-HERZEG R169234	MAY 11, 1993	MAY 11, 2013
HY11960687-4 K2 6351 R	ETABLISSEMENT HOUBIGANT	PRESENCE	IR BOSNIA-HERZEG R 224005	SEP 24, 1979	SEP 24, 1999
HY19002384-7 I W 0128	HOUBIGANT, INC. (DEL.)	DEMI-JOUR	RENEWAL DISPATCHED BRAZIL	016113513	DEC 01, 2002
HY19802073-6 KP 0000	HOUBIGANT, INC. (DEL.)	RAFFINEE (WITH ACCENT OVER FIRST E)	BRAZIL	821182323	NOV 03, 1998
HY16802814-6 RA 1638 R	HOUBIGANT, INC. (DEL.)	CHANTILLY	CANADA	161308	FEB 21, 1999
HY18702229-7 I S 3159	HOUBIGANT, INC. (DEL.)	DEMI-JOUR	CANADA	357034	JUN 16, 1989
HY18900093-1 K0 0499 R	HOUBIGANT, INC. (DEL.)	HONSTEUR MUSK	CANADA	369291	JUN 08, 1990
		SPECIFIC GOODS			JUN 08, 2009

REGISTRANT - APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUE DATE
NY19700085-1 HOUBIGANT, INC. (DEL.) LY 0209	PRESENCE	CANADA	49/161	JUL 07, 2013
NY18003115-9 HOUBIGANT, INC. (DEL.) IX 8408	RAFFINEE (WITH ACCENT OVER FIRST E)	CANADA	213308	OCT 29, 2012
NY28802002-8 HOUBIGANT, INC. (DEL.) MD 1337	RAFFINEE IN SCRIPT	CANADA	273308	OCT 29, 1997
NY26603077-7 HOUBIGANT, INC. (DEL.) LM 8794	CHARITILLY	CHILE	447982	JUL 14, 1995
NY19002389-8 HOUBIGANT, INC. (DEL.) LI 6228	DEMI-JOUR	CHILE	365535	MAR 05, 1991
NY19100224-5 HOUBIGANT, INC. (DEL.) LU 1090	DEMI-JOUR	TAIWAN (R.O.C.)	544344	DEC 16, 1991
NY19100227-8 HOUBIGANT, INC. (DEL.) LU 1092	PRESENCE	TAIWAN (R.O.C.)	544343	DEC 16, 1991
NY19800099-6 HOUBIGANT, INC. (DEL.) KP 0000	CHARITILLY	CHINA (PEOP. R.)	9800011174	FEB 11, 1998
NY19800100-5 HOUBIGANT, INC. (DEL.) KP 0000	WHITE CHARITILLY	CHINA (PEOP. R.)	9800011173	FEB 11, 1998

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CLASS	REGISTRATION NO.	RESTAURANT APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE DATE
41	NY18200253-1 LY 2565	HOURIGANT, INC. (DEI.)	CHANTILLY	COLUMBIA	118894 AUG 24, 1992	AUG 24, 2002
41	NY26630995-1 LY 2263	HOURIGANT, INC. (DEI.)	INTERNATIONAL CL. HEADING	HOUBIGANT, INC./NEW YORK	118894 AUG 24, 1992	
41	NY26630995-1 LY 2263	HOURIGANT, INC. (DEI.)	CHANTILLY	COSTA RICA	19932/21807 MAR 25, 1998	MAR 25, 2008
41	NY19002607-1 LT 3862	HOURIGANT, INC. (DEI.)	DEMI-JOUR	COSTA RICA	76305 JUL 19, 1991	JUL 19, 2001
41	NY1900151-1 LT 2492	HOURIGANT, INC. (DEI.)	PRESENCE (WITH ACCENT OVER FIRST E)	COSTA RICA	74518 FEB 14, 1991	FEB 14, 2001
41	NY19002609-3 LT 3861	HOURIGANT, INC. (DEI.)	RAFFINEE (WITH ACCENT OVER FIRST E)	COSTA RICA	76308 JUL 19, 1991	JUL 19, 2001
41	NY1193768-2 K2 6354	ETABLISSEMENT HOURIGANT	CHANTILLY LABEL	IR CROATIA	2R169234 MAY 11, 1993	MAY 11, 2013
41	NY1193887-4 K2 6354	ETABLISSEMENT HOURIGANT	CHANTILLY LABEL	IR CROATIA	2R169234 MAY 11, 1993	MAY 11, 2013
41	NY26606859-1 LY 9211	HOURIGANT, INC. (DEI.)	CHANTILLY WITH ROSES DESIGN	DENMARK	204/1958 FEB 01, 1998	FEB 01, 2008
41	NY1900152-5 LT 1173	HOURIGANT, INC. (DEI.)	PRESENCE (WITH ACCENT OVER FIRST E)	DENMARK	5580/1991 AUG 30, 1991	AUG 30, 2001

CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
NY17305928 LV 4841	HOUBIGANT, INC. (DEL.)	CHANTILLY CLASSIFI. 00050, GOODS CODE: SPECIFIC GOODS	DOMINICAN REP 22196 HOUBIGANT, INC./NEW YORK	22196 OCT 16, 1993	OCT 16, 2013
NY16706996 LV 6722	HOUBIGANT, INC. (DEL.)	CHANTILLY CLASSIFI. 00050, GOODS CODE: SPECIFIC GOODS	ECUADOR 230/69 HOUBIGANT, INC./NEW YORK	230/69 MAY 09, 1993	MAY 09, 2003
NY26659856 KZ 6354	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL CLASSIFI. 00003, GOODS CODE: SPECIFIC GOODS	IR EGYPT R169234 HOUBIGANT, INC./NEW YORK	28169234 MAY 11, 1993	MAY 11, 2013
NY87800240 KZ 6351	ETABLISSEMENT HOUBIGANT	PRESENCE CLASSIFI. 00003,00021, GOODS CODE: SPECIFIC GOODS	IR EGYPT 224005 HOUBIGANT, INC./NEW YORK	R 224005 SEP 24, 1979	SEP 24, 1999
NY16706997 KR 3203	HOUBIGANT, INC. (DEL.)	CHANTILLY CLASSIFI. 00003, GOODS CODE: SPECIFIC GOODS	FINLAND 56535 HOUBIGANT, INC./NEW YORK	56535 MAY 20, 1990	MAY 20, 2000
NY18800178 LS 7009	HOUBIGANT, INC. (DEL.)	DEMI-JOUR CLASSIFI. 00003, GOODS CODE: SPECIFIC GOODS	FINLAND 107400 HOUBIGANT, INC./NEW YORK	107400 MAY 07, 1990	MAY 07, 2000
NY16805725 LV 3924	HOUBIGANT, INC. (DEL.)	CHANTILLY CLASSIFI. 00003,00005,00042, GOODS CODE: SPECIFIC GOODS	FRANCE 1486453 HOUBIGANT, INC./NEW YORK	1486453 SEP 02, 1998	SEP 01, 2008
NY19102963 LV 9231	HOUBIGANT, INC. (DEL.)	CHANTILLY IMPERIALE (WITH ACCENT OF FRANCE FIRST E) CLASSIFI. 00003, GOODS CODE: SPECIFIC GOODS	FRANCE 92400451 HOUBIGANT, INC./NEW YORK	92400451 JAN 07, 1992	JAN 06, 2002
NY18702230 LV 0541	HOUBIGANT, INC. (DEL.)	DEMI-JOUR CLASSIFI. 00003, GOODS CODE: SPECIFIC GOODS	FRANCE 1430839 HOUBIGANT, INC./NEW YORK	1430839 OCT 15, 1997	OCT 14, 2007

CLASSIFICATION	REGISTRATION APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DOE DATE
1-2-2-0000-0 LY 0051 K	HOUBIGANT, INC. (DEL.)	PRESENCE	FRANCE	1421824 AUG 06, 1997	AUG 05, 2007
NY19702231-0 LY 1230	HOUBIGANT, INC. (DEL.)	DEMI-JOUR	GERMANY	1125992 OCT 31, 1997	OCT 31, 2007
NY18900238 LS 2280	HOUBIGANT, INC. (DEL.)	LUTECE (WITH ACCENT MARK OVER FIRST E)	GERMANY	1148784 FEB 08, 1989	FEB 08, 1999
NY87800241-0 KZ 6351 K	ETABLISSEMENT HOUBIGANT	PRESENCE	IR F. GERMANY	R 224005 SEP 24, 1979	SEP 24, 1999
NY26629826-7 KZ 6354 K	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	IR W. GERMANY	R2169234 MAY 11, 1993	MAY 11, 2013
NY87800242-7 KZ 6351 K	ETABLISSEMENT HOUBIGANT	PRESENCE	IR W. GERMANY	R 224005 SEP 24, 1979	SEP 24, 1999
NY16706999-3 LY 0069 K	HOUBIGANT, INC. (DEL.)	CHANTILLY	IRENEAL DISPATCHED GREECE	39618 MAY 14, 1998	MAY 14, 2008
NY16706888-0 LS 5492 K	HOUBIGANT, INC. (DEL.)	CHANTILLY	GUATEMALA	20471 FEB 25, 1989	FEB 24, 1999
NY28302322 KR 9000 K	HOUBIGANT, INC. (DEL.)	CHANTILLY	IRENEAL FILED GUERNSEY	NONE MAY 01, 1989	MAY 01, 2003

REGISTRATION NO.	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE DATE
NY16706891-4 H2 0011 R	HOUBIGANT, INC. (DEL.)	CHANTILLY	HONDURAS	17131 JUL 23, 1990	JUL 23, 2000
NY19061154-7 H2 0099	HOUBIGANT, INC. (DEL.)	PRESENCE (WITH ACCENT OVER FIRST E)	HONDURAS	53596 MAR 21, 1991	MAR 21, 2001
NY16902768-4 L5 2401 R	HOUBIGANT, INC. (DEL.)	CHANTILLY	HONG KONG	623/1972 NOV 06, 1989	NOV 06, 2003
NY19701898-9 R4 1464	HOUBIGANT, INC. (DEL.)	PRESENCE	HONG KONG	3521 NOV 18, 1997	NOV 18, 2004
NY87800243-4 K2 6331 R	ETABLISSEMENT HOUBIGANT	PRESENCE	IR HUNGARY	R 224005 SEP 24, 1979	SEP 24, 1999
NY19661797-6 KP 0000	HOUBIGANT, INC. (DEL.)	CHANTILLY	INDIA	770760 SEP 23, 1996	SEP 23, 2003
NY19601798-7 KP 0000	HOUBIGANT, INC. (DEL.)	HONSEUR MUSK	INDIA	770762 SEP 23, 1996	SEP 23, 2003
NY18701794-3 LX B106	HOUBIGANT, INC. (DEL.)	RAFFINEE (WITH ACCENT OVER FIRST E)	INDIA	477536 AUG 28, 1987	AUG 28, 1994
NY19601799-8 KP 0000	HOUBIGANT, INC. (DEL.)	WHITE CHANTILLY	INDIA	770761 SEP 23, 1996	SEP 23, 2003

CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
NY1801254 LY 2594	HOURIGANT, INC. (DEL.)	CHARITILLY	INDONESIA	267981 OCT 22, 1991	APR 22, 2001
NY2661981 KZ 6354	ETABLISSEMENT HOURIGANT	CHARITILLY LABEL	INT'L REGISTER	2R169234 MAY 11, 1993	MAY 11, 2013
NY26619286 KZ 6351	ETABLISSEMENT HOURIGANT	PRESENCE	INT'L REGISTER	R 224005 SEP 24, 1979	SEP 24, 1999
NY18800179 LT 4796	HOURIGANT, INC. (DEL.)	DEMI-JOUR	RENEWAL DISPATCHED	ITALY 520261 FEB 23, 1988	FEB 23, 1998
NY26699660 KZ 6354	ETABLISSEMENT HOURIGANT	CHARITILLY LABEL	RENEWAL FILED	IR ITALY 2R169234 MAY 11, 1993	MAY 11, 2013
NY87800244 KZ 6351	ETABLISSEMENT HOURIGANT	PRESENCE	IR ITALY	R 224005 SEP 24, 1979	SEP 24, 1999
NY16902001 IS 7786	HOURIGANT, INC. (DEL.)	CHARITILLY	RENEWAL DISPATCHED	JAMAICA B 14526 MAY 17, 1990	MAY 17, 2004
NY16706894 LI 5435	HOURIGANT, INC. (DEL.)	CHARITILLY	JAPAN	881486 DEC 02, 1990	DEC 02, 2000
NY19600003 LY 7370	HOURIGANT, INC. (DEL.)	CHARITILLY & KATAKANA	JAPAN	4140797 MAY 01, 1998	MAY 01, 2008

GUIDE	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
NY2302498-2 K 0090 B	HOURIGANT, INC. (DEL.)	CHANTILLY	JERSEY	B 4865 MAY 01, 1989	MAY 01, 2003
NY17305936-4 K 4188 B	HOURIGANT, INC. (DEL.)	CHANTILLY	KOREA (SOUTH)	44019 DEC 26, 1995	DEC 26, 2005
NY26087603-0 K 2 6354 B	ETABLISSEMENT HOURIGANT	CHANTILLY LABEL	IR LIECHTENSTEIN	2R169234 MAY 11, 1993	MAY 11, 2013
NY17800245-0 K 2 6351 B	ETABLISSEMENT HOURIGANT	PRESENCE	IR LIECHTENSTEIN	R 224005 SEP 24, 1979	SEP 24, 1999
NY17402933-5 K 1W 2185	HOURIGANT, INC. (DEL.)	CHANTILLY	MALAYA	M/666239 AUG 09, 1995	AUG 09, 2009
NY18800180-2 LU 8545	HOURIGANT, INC. (DEL.)	DEMI-JOUR	MEXICO	356313 JUN 10, 1993	JUN 10, 2003
NY18501520-1 LU 8503	HOURIGANT, INC. (DEL.)	FRENCH GARDEN FLOWERS	MEXICO	316081 NOV 27, 1990	NOV 27, 2000
NY19500400-0 LX 3634	HOURIGANT, INC. (DEL.)	PRESENCE (WITH ACCENT OVER FIRST E)	MEXICO	531917 JUL 24, 1996	JUL 24, 2006
NY18003116-0 RA 1564	HOURIGANT, INC. (DEL.)	RAFFINEE (WITH ACCENT OVER FIRST E)	MEXICO	263188 OCT 01, 1995	OCT 01, 2005

CODES	REGISTRANT APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
NY26687625-8 KZ 6354 B	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	IR MONACO R 169234 HOUBIGANT, INC./NEW YORK	28169234 MAY 11, 1993	MAY 11, 2013
NY26687625-6-1 KZ 6351 B	ETABLISSEMENT HOUBIGANT	PRESENCE	IR MONACO R 224005 HOUBIGANT, INC./NEW YORK	R 224005 SEP 24, 1979	SEP 24, 1999
NY26697665-3 KZ 6354 B	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	RENEWAL DISPATCHED IR MOROCCO R 169234 HOUBIGANT, INC./NEW YORK	28169234 MAY 11, 1993	MAY 11, 2013
NY61800598-1 KZ 6351 B	ETABLISSEMENT HOUBIGANT	PRESENCE	IR MOROCCO R 224005 HOUBIGANT, INC./NEW YORK	R 224005 SEP 24, 1979	SEP 24, 1999
NY17302554-8 LI 0697 B	HOUBIGANT, INC. (DEL.)	CHANTILLY	RENEWAL DISPATCHED NETHER ANTILLES R 9147 HOUBIGANT, INC./NEW YORK	9147 OCT 10, 1983	OCT 10, 2003
NY18800181-3 LM 9974 B	HOUBIGANT, INC. (DEL.)	DEMI-JOUR	NEW ZEALAND R 177554 HOUBIGANT, INC./NEW YORK	177554 FEB 11, 1995	FEB 11, 2009
NY1121751-5 LY 1440 B	HOUBIGANT, INC. (DEL.)	CHANTILLY	N. PROVINCE/RSA R 200/53 HOUBIGANT, INC./NEW YORK	200/53 JAN 29, 1997	JAN 29, 2007
NY11114251-2 LY 1589 B	HOUBIGANT, INC. (DEL.)	CHANTILLY	NW PROVINCE/RSA R 200/53 HOUBIGANT, INC./NEW YORK	200/53 JAN 29, 1997	JAN 29, 2007
NY16706900-4 KR 0064 B	HOUBIGANT, INC. (DEL.)	CHANTILLY	NORWAY R 79675 HOUBIGANT, INC./NEW YORK	79675 AUG 06, 1990	AUG 06, 2000

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CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUE DATE
NY18900182-4 LM 9220	HOUBIGANT, INC. (DEL.)	DEMI-JOUR	NORWAY	136458 MAY 03, 1989	MAY 03, 1999
NY19001157-0 LI 9592	HOUBIGANT, INC. (DEL.)	PRESENCE (WITH ACCENT OVER FIRST E)	NORWAY	148981 JAN 30, 1992	JAN 30, 2002
NY18902525-8 LM 2362	HOUBIGANT, INC. (DEL.)	CHARITILLY	OHAN	3571 DEC 16, 1989	DEC 16, 1999
NY18902527-0 LM 2992	HOUBIGANT, INC. (DEL.)	DEMI-JOUR	OHAN	3568 DEC 15, 1989	DEC 15, 1999
NY18902529-2 LM 2364	HOUBIGANT, INC. (DEL.)	LUTEGE (WITH ACCENT MARK OVER FIRST E)	OHAN	3572 DEC 16, 1989	DEC 16, 1999
NY18902531-9 LM 3952	HOUBIGANT, INC. (DEL.)	RAFFINEE (WITH ACCENT OVER FIRST E)	OHAN	3567 DEC 16, 1989	DEC 16, 1999
NY17701122-7 LZ 2101	HOUBIGANT, INC. (DEL.)	CHARITILLY	PERU	11927 DEC 30, 1992	DEC 30, 2002
NY19602189-4 KP 0000	HOUBIGANT, INC. (DEL.)	CHARITILLY	PHILIPPINES	116250 DEC 10, 1996	
NY19700373-6 KP 0000	HOUBIGANT, INC. (DEL.)	PRESENCE	PORTUGAL	322258 FEB 28, 1997	

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CLASS	REGISTRATION / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
HY26697630-1 K 2 6354 B	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	IR PORTUGAL * R169234 HOUBIGANT, INC./NEW YORK	2R169234 MAY 11, 1993	MAY 11, 2013 USE AFFID. MAY 11, 2003
HY16602816 K 1 0870 B	HOUBIGANT, INC. (DEL.)	CHANTILLY	PUERTO RICO 15478 HOUBIGANT, INC./NEW YORK	15478 OCT 04, 1988	OCT 04, 1998
HY18601728 K 1 Y 0111 B	HOUBIGANT, INC. (DEL.)	LUCEE WITH ACCENT MARK OVER FIRST E	RENEWAL FILED PUERTO RICO 27613 HOUBIGANT, INC./NEW YORK	27613 OCT 20, 1997	OCT 20, 2007 1998
HY18601729-0 K 1 Y 0110 B	HOUBIGANT, INC. (DEL.)	RAFFINEE (WITH ACCENT OVER FIRST E)	PUERTO RICO 27612 HOUBIGANT, INC./NEW YORK	27612 OCT 20, 1997	OCT 20, 2007
HY18200915-4 K 1 5230 B	HOUBIGANT, INC. (DEL.)	RAFFINEE (WITH ACCENT OVER FIRST E)	QATAR 2942 HOUBIGANT, INC./NEW YORK	2942 JUN 26, 1992	JUN 26, 2002 1997
HY26687620-2 K 2 6354 B	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	IR ROUMANIA * R169234 HOUBIGANT, INC./NEW YORK	2R169234 MAY 11, 1993	MAY 11, 2013
HY87800249 K 2 6351 B	ETABLISSEMENT HOUBIGANT	PRESENCE	IR ROUMANIA * 224005 HOUBIGANT, INC./NEW YORK	R 224005 SEP 24, 1979	SEP 24, 1999
HY26634620-5 K 2 6354 B	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	RENEWAL DISPATCHED IR SAN MARINO * R169234 HOUBIGANT, INC./NEW YORK	2R169234 MAY 11, 1993	MAY 11, 2013 1998
NY87800250-4 K 2 6351 B	ETABLISSEMENT HOUBIGANT	PRESENCE	IR SAN MARINO * 224005 HOUBIGANT, INC./NEW YORK	R 224005 SEP 24, 1979	SEP 24, 1999 RENEWAL DISPATCHED 1999

COUPLES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
NY1800917-6 KS 0050 K	HOUBIGANT, INC. (DEL.)	RAFFINE WITH ACCENT OVER FIRST E	SAUDI ARABIA	120/36 DEC 20, 1992	AUG 30, 2002
NY1750293-6 IX 2250 K	HOUBIGANT, INC. (DEL.)	CHANTILLY	SINGAPORE	861672 AUG 10, 1995	AUG 10, 2005
NY1193330-8 KZ 0354 K	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	IR SLOVAK REP.	R169234 MAY 11, 1993	MAY 11, 2013
NY1193707-5 KZ 0354 K	ETABLISSEMENT HOUBIGANT	CHANTILLY LABEL	IR SLOVENIA	R169234 MAY 11, 1993	MAY 11, 2013
NY26601291-3 IX 7850 K	HOUBIGANT, INC. (DEL.)	CHANTILLY	REP OF SO AFRICA	200/53 JAN 29, 1997	JAN 29, 2007
NY1800183-5 LY 4577 L	HOUBIGANT, INC. (DEL.)	DEMI-JOUR	REP OF SO AFRICA	0919788 FEB 10, 1998	FEB 10, 2008
NY29700192-6 KS 0746 K	HOUBIGANT, INC. (DEL.)	WHITE CHANTILLY	SPAIN	2029919 MAY 22, 1996	MAY 22, 2006
NY87800291-7 LH 6004 K	ETABLISSEMENT HOUBIGANT	PRESENCE	IR SPAIN	224005 SEP 24, 1979	SEP 24, 1999
NY16716902-8 KR 0101 K	HOUBIGANT, INC. (DEL.)	CHANTILLY	RENEWAL DISPATCHED SWEDEN	136855 OCT 15, 1991	OCT 15, 2001

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CLASS	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
NY1800185-1 LS 4500	HOUBIGANT, INC. (DEL.)	DEMI-JOUR	SWEDEN	215923 FEB 23, 1990	FEB 23, 2000
NY26644520-8 KZ 6354	ETAABLISSEMENT HOUBIGANT	CHARITILLY LABEL	IR SWITZERLAND	2R169234 MAY 11, 1993	MAY 11, 2013
NY87800255-1 KZ 6351	ETAABLISSEMENT HOUBIGANT	PRESENCE	IR SWITZERLAND	R 224005 SEP 24, 1979	SEP 24, 1999
NY16902003-7 LY 9913	HOUBIGANT, INC. (DEL.)	CHARITILLY	RENEWAL DISPATCHED TRINIDAD/TOBAGO	5502 MAY 27, 1997	MAY 26, 2007
NY19301408-2 LV 8306	HOUBIGANT, INC. (DEL.)	CHARITILLY	TUNISIA	EE93.0782 JUL 28, 1993	JUL 28, 2008
NY87800252-8 KZ 6351	ETAABLISSEMENT HOUBIGANT	PRESENCE	IR TUNISIA	R 224005 SEP 24, 1979	SEP 24, 1999
NY16706998-2 KR 0028	HOUBIGANT, INC. (DEL.)	CHARITILLY	RENEWAL DISPATCHED UNITED KINGDOM	B 924464 MAY 01, 1989	MAY 01, 2003
NY26631006-0 LX 2100	HOUBIGANT, INC. (DEL.)	PRESENCE	UNITED KINGDOM	816068 JAN 24, 1996	JAN 24, 2006
NY29502131-9 HG 2634	HOUBIGANT, INC. (DEL.)	CHARITILLY	UNITED STATES	865906 MAR 04, 1989	MAR 04, 2009

CODES	REGISTRANT APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUE DATE
NY9503088-7 KU 9479	HOURIGANT, INC. (DEL.)	CHANTILLY CUSTOMS DEPOSIT CLASSIFIED 00003, 00005, GOODS CODE SPECIFIC GOODS	UNITED STATES HOURIGANT, INC./NEW YORK	865906	SEP-BASICREG MAR 04, 2009
NY19501590-3 IX 5781	HOURIGANT, INC. (DEL.)	DEMI-JOUR CLASSIFIED 00003, GOODS CODE SPECIFIC GOODS	UNITED STATES HOURIGANT, INC./NEW YORK	2090934 AUG 26, 1997	AUG 26, 2007 USE AFFID. AUG 26, 2003
NY9603055-2 IX 5183	HOURIGANT, INC. (DEL.)	LUTECE (WITH ACCENT MARK OVER FIRST E) CUSTOMS DEPOSIT CLASSIFIED 00003, GOODS CODE SPECIFIC GOODS	UNITED STATES HOURIGANT, INC./NEW YORK	1965064	SEP-BASICREG APR 02, 2006
NY19401860-5 IX 7311	HOURIGANT, INC. (DEL.)	LUTECE STYLIZED CLASSIFIED 00003, GOODS CODE SPECIFIC GOODS	UNITED STATES HOURIGANT, INC./NEW YORK	1965064 APR 02, 1996	APR 02, 2006 USE AFFID. APR 02, 2002
NY29502128-3 IX 8133	HOURIGANT, INC. (DEL.)	MONSIEUR MUSK CLASSIFIED 00003, GOODS CODE SPECIFIC GOODS	UNITED STATES HOURIGANT, INC./NEW YORK	1366699 NOV 21, 1989	NOV 21, 1999 B & L5 FILED
NY29402085-6 IX 5049	HOURIGANT, INC. (DEL.)	PRESENCE CLASSIFIED 00051, GOODS CODE SPECIFIC GOODS	RENEWAL DISPATCHED UNITED STATES 309266 HOURIGANT, INC./NEW YORK	309266 JAN 09, 1994	JAN 09, 2004 1999
NY29502129-6 IX 2632	HOURIGANT, INC. (DEL.)	RAFFINEE CLASSIFIED 00003, GOODS CODE SPECIFIC GOODS	UNITED STATES HOURIGANT, INC./NEW YORK	1264630 JAN 24, 1984	JAN 24, 2004 B & L5 FILED
NY89503089-6 KU 9480	HOURIGANT, INC. (DEL.)	RAFFINEE CUSTOMS DEPOSIT CLASSIFIED 00003, GOODS CODE SPECIFIC GOODS	UNITED STATES HOURIGANT, INC./NEW YORK	1264630	SEP-BASICREG JAN 07, 2004
NY19502696-4 IX 8832	HOURIGANT, INC. (DEL.)	WHITE CHANTILLY & DEVICE CLASSIFIED 00003, GOODS CODE SPECIFIC GOODS	UNITED STATES HOURIGANT, INC./NEW YORK	2145118 MAR 17, 1998	MAR 17, 2008 USE AFFID. MAR 17, 2004

KEYS	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE
NY2661373-0 LI 1297 R	HOURIGANT, INC. (DEL.)	CHANTILLY	URUGUAY	232496 JUN 12, 1990	JUN 12, 2000
NY1730242-4 LI 2217 B	HOURIGANT, INC. (DEL.)	CHANTILLY	URUGUAY	157602 JUN 12, 1990	
NY26675520-4 K2 6354 R	ETABLISSEMENT HOURIGANT	CHANTILLY LABEL	IR YUGOSLAVIA	28169234 MAY 11, 1993	MAY 11, 2013
NY67800254-0 K2 6351 R	ETABLISSEMENT HOURIGANT	PRESENCE	IR YUGOSLAVIA	224005 SEP 24, 1979	SEP 24, 1999
NY26600059-3 KJ 5734 R	HOURIGANT, INC. (DEL.)	RAFFINEE IN SCRIPT	URUGUAY	218948 SEP 12, 1991	SEP 12, 2001
NY1890276-5 KP 0000	HOURIGANT, INC. (DEL.)	RAFFINEE IN SCRIPT	URUGUAY	220459 JUL 24, 1991	JUL 24, 2001
NY1730242-4 LI 2217 B	HOURIGANT, INC. (DEL.)	DEMI-JOUR	RENEWAL FILED VENEZUELA	16145/89 OCT 25, 1989	1992
NY2661373-0 LI 1297 R	HOURIGANT, INC. (DEL.)	PRESENCE	IR VIETNAM	R 224005 SEP 24, 1979	SEP 24, 1999
NY1730242-4 LI 2217 B	HOURIGANT, INC. (DEL.)	PRESENCE	RENEWAL DISPATCHED VIRGIN IS. (U.S.)	5708 MAR 04, 1989	MAR 04, 2009
NY26675520-4 K2 6354 R	ETABLISSEMENT HOURIGANT	PRESENCE	IR YUGOSLAVIA	R 224005 SEP 24, 1979	SEP 24, 1999
NY67800254-0 K2 6351 R	ETABLISSEMENT HOURIGANT	PRESENCE	IR YUGOSLAVIA	R 224005 SEP 24, 1979	SEP 24, 1999

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TOTAL NUMBER OF RECORDS 155

CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER DATE	FILE DATE
1 CLASSIFICATION 2 BASIS FOR 3 BASIS FOR	1 REGISTRANT 2 APPLICANT 3 BASIS FOR	CLASSIFICTION WORDS TRADE WORDS TRADE	COUNTRY REG. FILE 3141	REG. FILE 3141	REG. FILE 3141
1 CLASSIFICATION 2 BASIS FOR 3 BASIS FOR	1 REGISTRANT 2 APPLICANT 3 BASIS FOR	CLASSIFICTION WORDS TRADE WORDS TRADE	COUNTRY REG. FILE 3141	REG. FILE 3141	REG. FILE 3141
1 CLASSIFICATION 2 BASIS FOR 3 BASIS FOR	1 REGISTRANT 2 APPLICANT 3 BASIS FOR	CLASSIFICTION WORDS TRADE WORDS TRADE	COUNTRY REG. FILE 3141	REG. FILE 3141	REG. FILE 3141
1 CLASSIFICATION 2 BASIS FOR 3 BASIS FOR	1 REGISTRANT 2 APPLICANT 3 BASIS FOR	CLASSIFICTION WORDS TRADE WORDS TRADE	COUNTRY REG. FILE 3141	REG. FILE 3141	REG. FILE 3141
1 CLASSIFICATION 2 BASIS FOR 3 BASIS FOR	1 REGISTRANT 2 APPLICANT 3 BASIS FOR	CLASSIFICTION WORDS TRADE WORDS TRADE	COUNTRY REG. FILE 3141	REG. FILE 3141	REG. FILE 3141

SECOND MODIFICATION TO LICENSE AGREEMENT

This Second Modification to License Agreement (hereinafter the "Agreement") is entered into this 15 day of March, 2002, by and between Houbigant Inc. and Etablissement Houbigant (hereinafter jointly referred to as "Grantor"), and DPC Acquisition Corp. (hereinafter "Licensee").

Whereas, Grantor and Licensee entered into a License Agreement on or about November 17, 1999 (hereinafter the "License Agreement"), whereby Licensee was granted certain rights to trademarks and related intellectual property, as delineated in the License Agreement, in exchange for which Licensee was to pay Grantor a Minimum Royalty, as that term is defined in said License Agreement, pursuant to a payment schedule made a part of the License Agreement; and

Whereas, thereafter Grantor and Licensee entered into a modification of the License Agreement on or about October 10, 2001 (hereinafter the "Modification") whereby Licensee's obligation to make said Minimum Royalty was modified, so that (in addition to other months) from February through May 2002, Licensee was to make the following payments:

2/5/02	548,391
3/7/02	546,500
4/5/02	544,609
5/6/02	542,719

(hereinafter referred to as the "Payment Schedule"); and,

Whereas, as a result of a Chapter 11 bankruptcy filing by KMart in January 2002, Licensee is experiencing a temporary cash flow problem, and because Licensee and/or its Affiliate are attempting to find financing to exercise an option granted pursuant to an Option Agreement entered into concurrently with the License Agreement, Licensee would like to modify the Payment Schedule;

Now, therefore, Grantor and Licensor agree to the following:

1. The payments in February, March and April 2002 by Licensee due pursuant to said Payment Schedule will be deferred in their entirety until the payment due on May 6, 2002, at which time all payments due in the Payment Schedule from February through May 2002 will be due together in the amount of \$2,182,219.

2. In consideration of said deferral, Licensee agrees to the following:

a. the License Agreement and Modification will be modified such that all rights to trademarks and related intellectual property granted to Licensee under the License Agreement for the trademarks Lutece® and Raffinee® shall terminate as of the date of this Agreement, except that Licensee will be permitted to continue to exercise its right to

manufacture components and/or work-in-process existing as of the date of this Agreement into finished goods and sell those goods, as well as finished goods existing as of the date of this Agreement, either by Licensee or its Affiliates as permitted in the License Agreement, for one hundred eighty days after the date of this Agreement.

b. The Payment Schedule for all amounts due to Grantor by Licensee pursuant to the Schedule attached to the Modification is hereby amended and superseded by Schedule 1a attached hereto. The parties acknowledge that Schedule 1a reflects a credit against payment owed by Licensee to Grantor in the amount of \$20,455.00, which equates to an overpayment previously made by Licensee to Grantor.

c. The Change in Control provisions contained in Section V of the Modification will be amended by adding the phrase "(hereinafter referred to as a "Change in Control")" after the phrase "of the surviving corporation," and by adding a sentence at the end of this Section V which will read "Furthermore, if a Change in Control is to occur within Two Hundred Seventy (270) days after the Optionee or the Optionee's permitted assignee has exercised its rights under the Option Agreement dated November 17, 1999, and entered into concurrently with the License Agreement, then the fee of \$730,000 shall be paid to Grantor by Licensee immediately prior to said Change in Control occurring."

3. So long as Licensee makes concurrent with execution of this Agreement all payments due from February 5, 2002 through the date of this Agreement as stated in Schedule 1a, and thereafter makes payments pursuant to Schedule 1a as they become due, then Grantor shall not be permitted to deem Licensee in breach or default of the License Agreement or any other agreement existing as of the execution date of this Agreement solely as a result of Licensee's failure to pay a Minimum Royalty or any other amount due to Grantor by Licensee and/or any affiliate of Licensee on or before the execution date of this Agreement.

4. All other rights and obligations between the parties of this Agreement as of the execution date of this Agreement which are not specifically altered or terminated by the terms of this Agreement shall remain in full force and effect.

[remainder of page intentionally left blank]



5. Two copies of this Agreement will be executed by authorized representatives of each party hereto, and each shall be deemed originals of this Agreement.

ENTERED INTO in New York City, NY, on the date first stated above

HOUBIGANT INC. and
ETABLISSEMENT HOUBIGANT

DPC ACQUISITION CORP.

By: Michael J. Sherman

Michael J. Sherman
Chief Executive Officer

By: Melania M. Serfass

Melania M. Serfass
Chief Financial Officer

SECOND MODIFICATION TO LICENSE AGREEMENT

TRADEMARK

REEL: 002574 FRAME: 0676

SCHEDULE D

NY55766785 4

TRADEMARK
REEL: 002574 FRAME: 0677

POWER OF ATTORNEY

Houbigant Inc., a Delaware USA corporation, the owner of the registered trademarks identified in the attached Exhibit A (" Composite Marks"), hereby appoints Clarendon Consultants LTD, a Nevis corporation, its successors and assigns, as its attorney-in-fact to act as its agent for purposes of expressly effecting the abandonment of the Composite Marks in any Trademark Office in any jurisdiction where the Composite Marks are registered. This Power of Attorney may be assigned by Clarendon Consultants LTD, as necessary to effect the above-described purpose.

DATED this 3 day of June, 2002

Houbigant Inc.

By: [Signature]

Its: VP

Acknowledgement:

State of New York
County of New York

On this 3rd day of June, 2002, before me appeared Oleg Ostrowsky the person who was authorized to sign on behalf of the identified Houbigant Inc., who being sworn acknowledged that (s)he signed this instrument as a free act.

[Signature]
Notary Public

My commission expires on:

IVAN F. BLEJEC
Notary Public, State of New York
No. 51-4957175
Qualified in New York County
Commission Expires October 10, 2005

Exhibit A

Attached Schedules prepared by Ladas and Perry

LADAS & PARRY

CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUE DATE
NY18502688-4 LV 1073 A	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE WITH ACCENT MAR K OVER FIRST E)	AUSTRALIA	4438367 DEC 19, 1992	DEC 19, 2006
NY18501494-7 LT 4449 A	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	AUSTRALIA	4417341 OCT 25, 1991	OCT 25, 2005
NY18501495-8 LV 0506 A	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	AUSTRIA	108800 APR 30, 1995	APR 30, 2005
NY18501506-1 LK 8718 A	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	ITALY	690592 NOV 20, 1994	NOV 20, 2004
NY18200913-0 KR 1286 K	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE WITH ACCENT MAR K OVER FIRST E)	BAHRAIN	TM8047 AUG 31, 1993	AUG 31, 2003
NY18501496-9 LV 7623 R	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	BAHRAIN	TM9076 NOV 27, 1994	NOV 27, 2004
NY18501498-1 RA 3103 A	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	BAZIL	611763641 JUN 16, 1998	JUN 16, 2008

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CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUE DATE
NY18301495-7 LQ 3320 MOP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	CANADA	31563 SEP 04, 1987	SEP 04, 2002
NY18401499-2 LW 8843 MOP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	CHILE	450107 SEP 14, 1995	SEP 14, 2002
NY18401873-8 LZ 2271 MOP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	COLOMBIA	121154 NOV 20, 1992	NOV 20, 2002
NY18200564-2 KW 9584 K	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E)	DENMARK	121154 NOV 20, 1992	NOV 20, 2002
NY18401500-5 LX 4376 MOP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	GENERAL INSTRUCTED ECUADOR	1620/85 JUN 20, 1995	JUN 20, 2002
NY18401501-6 LX 4107 MOP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	FINLAND	97635 JAN 20, 1997	JAN 20, 2007
NY18101834-2 KR 3918 K	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE (WITH ACCENT GR AVE OVER FIRST E)	GERMANY	1023316 SEP 03, 1991	SEP 03, 2001

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CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUPLICATE DATE
NY18301485-6 KR 3917 R HOP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECE I CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	GERMANY	1053843 AUG 26, 1993	AUG 26, 2003
NY18302432-9 KR 9071 R B	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE WITH ACCENT MAR K OVER FIRST EI CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	GUERNSEY	NONE MAR 30, 1989	MAR 30, 2003
NY18401505-0 LT 7512 R A	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECE I CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	HONG KONG	2158/1986 OCT 29, 1991	OCT 29, 2005
NY19602190-4 LY 9419 HOP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT WITH ACCENT GR AVE OVER FIRST E IN LUTECE I CLASSIFIED: 00003, GOODS CODE: SPECIFIC GOODS	JAPAN	419/807 OCT 09, 1998	OCT 09, 2008

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APR 16, 2002 PAGE NO. 4

CLASS	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	FILE DATE
NY19602191-6 LY 8169 MOP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT IN KATAKANA CHARACTERS SPECIFIC GOODS	JAPAN	4173346 JUL 31, 1998	JUL 31, 2000
NY1840243-0 KR 0092 B	HOURIGANT, INC. (DEL.)	HOURIGANT RAFFINEE WITH ACCENT MARK OVER FIRST E SPECIFIC GOODS	JERSEY	TM4937 MAR 30, 1989	MAR 30, 2003
NY18200914-1 LX 4630 B	HOURIGANT, INC. (DEL.)	HOURIGANT RAFFINEE WITH ACCENT MARK OVER FIRST E SPECIFIC GOODS	KUWAIT	15048 OCT 30, 1993	OCT 29, 2003
NY18401508-3 LX 3713 MOP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE) SPECIFIC GOODS	KUWAIT	17836 APR 29, 1996	APR 29, 2006
NY18300743-2 LI 3282 R	HOURIGANT, INC. (DEL.)	HOURIGANT RAFFINEE SPECIFIC GOODS	NEW ZEALAND	146900 OCT 11, 1990	OCT 11, 2004
NY18401509-4 LI 5485 MOP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE) SPECIFIC GOODS	NEW ZEALAND	155453 OCT 23, 1991	OCT 23, 2005
NY19002419-2 RB 0806 MOP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE) SPECIFIC GOODS	OHIO	4979 NOV 19, 2000	NOV 19, 2000
NY18401513-9 RA 6743 MOP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE) SPECIFIC GOODS	PANAMA	39836 SEP 18, 1996	SEP 18, 2006
NY18401515-1 LM 9708 MOP	HOURIGANT, INC. (DEL.)	LUTECE BY HOURIGANT (WITH ACCENT MARK OVER FIRST E IN LUTECE) SPECIFIC GOODS	PARAGUAY	113130 MAY 31, 1995	MAY 31, 2005

LADAS & PARRY

APR 10, 2002 PAGE NO. 5

NY16401510-2 HOUBIGANT, INC. (DEL.)
 LT 1911
 MDP
 LUTECE BY HOUBIGANT WITH ACCENT GR
 AVE OVER FIRST E IN LUTECE) AND AR
 CLASSIFIED 00003,
 SPECIFIC GOODS
 TITLE: 4628
 SAUDI ARABIA
 NOV 25, 1994
 NOV 25, 2004

NY19001559-6 HOUBIGANT, INC. (DEL.)
 LT 3964
 MDP
 LUTECE BY HOUBIGANT WITH ACCENT GR
 AVE OVER FIRST E IN LUTECE)
 CLASSIFIED 00003,
 SPECIFIC GOODS
 CR RECEIVED
 SAUDI ARABIA
 SEP 15, 1990
 MAY 28, 2000

NY16401518-4 HOUBIGANT, INC. (DEL.)
 RB 1012
 MDP
 LUTECE BY HOUBIGANT WITH ACCENT GR
 AVE OVER FIRST E IN LUTECE)
 CLASSIFIED 00003,
 SPECIFIC GOODS
 CR RECEIVED
 SINGAPORE
 NOV 03, 2001
 NOV 03, 2001

NY16401519-5 HOUBIGANT, INC. (DEL.)
 LX 1602
 MDP
 LUTECE BY HOUBIGANT WITH ACCENT GR
 AVE OVER FIRST E IN LUTECE)
 CLASSIFIED 00003,
 SPECIFIC GOODS
 SPAIN
 JAN 05, 1987
 JAN 05, 2002

NY16280567-5 HOUBIGANT, INC. (DEL.)
 KR 0100 R
 MDP
 HOUBIGANT RAFFINEE WITH ACCENT MAR
 K OVER FIRST E I
 CLASSIFIED 00003,
 SPECIFIC GOODS
 SWEDEN
 OCT 07, 1993
 OCT 07, 2003

NY16401520-7 HOUBIGANT, INC. (DEL.)
 LM 3969
 MDP
 LUTECE BY HOUBIGANT WITH ACCENT GR
 AVE OVER FIRST E IN LUTECE)
 CLASSIFIED 00003,
 SPECIFIC GOODS
 SWEDEN
 NOV 01, 1995
 NOV 01, 2005

LUDAS & PARRY

CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUE DATE
NY18401522-9 LH 2053 HDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	SWITZERLAND	343743 NOV 19, 1984	NOV 19, 2004
NY18200147-5 KR 0030 A	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE (WITH ACCENT HAR K OVER FIRST E)	UNITED KINGDOM	1172452 MAR 30, 1989	MAR 30, 2003
NY18401525-2 LI 8234 HDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	UNITED KINGDOM	81228735 OCT 23, 1991	OCT 23, 2005
NY18200258-2 LH 8559	HOUBIGANT, INC. (DEL.)	HOUBIGANT RAFFINEE	VENEZUELA	113761F SEP 17, 1985	SEP 17, 2000
NY18401526-3 LR 7451 HDP	HOUBIGANT, INC. (DEL.)	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE)	VENEZUELA	126125F JAN 16, 1987	JAN 16, 2002

RENEWAL FILED

2002

POWER OF ATTORNEY

Etablissment Houbigant, a Liechtenstein corporation, the owner of the registered trademarks identified in the attached Exhibit A (" Composite Marks"), hereby appoints Clarendon Consultants LTD. a Nevis corporation, its successors and assigns, as its attorney-in-fact to act as its agent for purposes of expressly effecting the abandonment of the Composite Marks in any Trademark Office in any jurisdiction where the Composite Marks are registered. This Power of Attorney may be assigned by Clarendon Consultants LTD as necessary to effect the above-described purpose.

DATED this 3 day of June, 2002

Etablissment Houbigant

By: [Signature]

Its: VP

Acknowledgement:

State of New York
County of New York

On this 3rd day of June, 2002, before me appeared Oleg Oshtrovsky the person who was authorized to sign on behalf of the identified Etablissment Houbigant, who being sworn acknowledged that (s)he signed this instrument as a free act.

[Signature]
Notary Public

My commission expires on:

IVAN F. BLEJEC
Notary Public, State of New York
No. 31-4957175
Qualified in New York County
Commission Expires October 10, 2005

Exhibit A

Attached Schedules prepared by Ladas and Perry

NY88303051-4 KZ 6355 R B	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MAR) K OVER FIRST E) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	IR FRANCE ... 467647 FEB 27, 1982 HOUBIGANT, INC./NEW YORK	FEB 27, 2002
NY88300038-6 KZ 6353 R B	ETABLISSEMENT HOUBIGANT	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	RENEVAL DISPATCHED IR FRANCE ... 480127 OCT 18, 1983 HOUBIGANT, INC./NEW YORK	OCT 18, 2003
NY88303048-0 KZ 6355 R B	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MAR) K OVER FIRST E) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	IR AUSTRIA ... 467647 FEB 27, 1982 HOUBIGANT, INC./NEW YORK RENEVAL DISPATCHED	FEB 27, 2002

NY88303050-3 KZ 6355 R B	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MAR) K OVER FIRST E) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	IR SPAIN ... 467647 FEB 27, 1982 HOUBIGANT, INC./NEW YORK RENEVAL DISPATCHED	FEB 27, 2002
NY88303054-7 KZ 6355 R B	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MAR) K OVER FIRST E) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	IR SWITZERLAND ... 467647 FEB 27, 1982 HOUBIGANT, INC./NEW YORK RENEVAL DISPATCHED	FEB 27, 2002
NY88300042-1 KZ 6353 R B	ETABLISSEMENT HOUBIGANT	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED 00003, GOODS CODE: SPECIFIC GOODS	RENEVAL DISPATCHED IR SWITZERLAND ... 480127 OCT 18, 1983 HOUBIGANT, INC./NEW YORK	OCT 18, 2003

LADAS & PARRY

NY083003052-5 K Z 6355 R B	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MAR K OVER FIRST E) CLASSIFIED: 000003, GOODS CODE: SPECIFIC GOODS	IR ITALY	467647	FEB 27, 1982	FEB 27, 2002
NY08300039-7 K Z 6353 R B	ETABLISSEMENT HOUBIGANT	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED: 000003, GOODS CODE: SPECIFIC GOODS	IR ITALY GENERAL DISPATCHED	480127	OCT 18, 1983	OCT 18, 2003

NY10200578-7 K Z 6355 R H	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MAR K OVER FIRST E) CLASSIFIED: 000003, GOODS CODE: SPECIFIC GOODS	INT'L REGISTER GENERAL DISPATCHED	467647	FEB 27, 1982	FEB 27, 2002
NY18301486-7 K Z 6353 R H	ETABLISSEMENT HOUBIGANT	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED: 000003, GOODS CODE: SPECIFIC GOODS	INT'L REGISTER GENERAL DISPATCHED	480127	OCT 18, 1983	OCT 18, 2003

NY08303049-1 K Z 6355 R B	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MAR K OVER FIRST E) CLASSIFIED: 000003, GOODS CODE: SPECIFIC GOODS	IR BENELUX GENERAL DISPATCHED	467647	FEB 27, 1982	FEB 27, 2002
NY08300037-5 K Z 6353 R B	ETABLISSEMENT HOUBIGANT	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED: 000003, GOODS CODE: SPECIFIC GOODS	IR BENELUX GENERAL DISPATCHED	480127	OCT 18, 1983	OCT 18, 2003

CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUE DATE	
NY08303053-6 K Z 6355 R B	ETABLISSEMENT HOUBIGANT	HOUBIGANT RAFFINEE (WITH ACCENT MAR K OVER FIRST E) CLASSIFIED: 000003, GOODS CODE: SPECIFIC GOODS	IR PORTUGAL	467647	FEB 27, 1982	FEB 27, 2007
NY08300040-9 K Z 6353 R B	ETABLISSEMENT HOUBIGANT	LUTECE BY HOUBIGANT (WITH ACCENT GR AVE OVER FIRST E IN LUTECE) CLASSIFIED: 000003, GOODS CODE: SPECIFIC GOODS	IR PORTUGAL GENERAL DISPATCHED	480127	OCT 18, 1983	OCT 18, 2003

EXHIBIT 1

NY 65 168789.4

TRADEMARK
REEL: 002574 FRAME: 0690

TRADEMARK ASSIGNMENT

FOR VALUE RECEIVED:

1. Houbigant Inc., ("Assignor"), the owner of the registered trademarks identified in the attached Exhibit A ("Marks"), hereby unconditionally assigns, transfers and sets over to and unto Clarendon Consultants LTD., its successors and assigns, ("Assignee"), having its principal office or place of business at PO Box 556, Mainstreet, Charlestown, Nevis, its entire right, title and interest in and to the Marks described in the attached Exhibit A, together with:
 - a. The logos, business practices, use standards, trade dress, and goodwill associated therewith.
 - b. The renewals, extensions and modifications thereof.
 - c. All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including without limitation damages and payments for past and future infringements, dilution or improper use thereof excepting only: i.) any infringements of the Marks which accrued prior to November 17, 1999; ii.) and further excepting any rights to infringement that may have accrued against New Dana Perfumes Corporation, its subsidiaries and affiliates, from November 17, 1999 through March 15, 2002.
 - d. All rights corresponding thereto, including, except as specifically noted above, the right to sue and recover for past, present and future infringements, dilution or improper use thereof.
 - e. All other proceeds and products of the foregoing, including without limitation, any rights pursuant to agreements with any other party.
 - f. All other rights in and usages of the Marks wherever located or however held.All to be held and enjoyed by the Assignee, its successors and assigns, as fully and completely as by the Assignor had this Assignment not been made.
2. The Assignor undertakes and agrees to execute, at no additional cost to Assignee, such further assurances as may reasonably be required in order to permit the Assignee, its successors and assigns, to hold and enjoy the Marks assigned hereunder and to obtain the recording of this Assignment.
3. The Assignor hereby grants Assignee, its successors and assigns, a limited Power of Attorney to transact any and all business necessary to effect this Assignment, including without limitation, registration or re-registration in the Trademarks Office of any country in connection with the Marks.

4. This Assignment and all rights granted hereunder may be assigned by Assignor without restriction.

DATED this ___ day of _____, 2002

Ciarendon Consultants LTD.
Assignee

By: *Mary Sobnosky*
Its: *Attorney in fact*

Houbigant Inc.
Assignor

By: *[Signature]*
Its: *VP*

Acknowledgement:

State of *New York*
County of *New York*

On this *3* day of *June*, 2002, before me appeared *Oleg Ostrowsky*
the person who was authorized to sign on behalf of the identified Houbigant Inc., who
being sworn acknowledged that (s)he signed this instrument as a free act.

[Signature]
Notary Public

My commission expires on: _____

IVAN F. BLEJEC
Notary Public, State of New York
No. 91-9957175
Qualified in New York County
Commission Expires October 10, 2003

State of Ohio
County of Cuyahoga

On this 9th day of JUNE, 2002, before me appeared Mary J. Sobnosky
the person who was authorized to sign on behalf of the identified Clarendon Consultants
LTD., who being sworn acknowledged that (s)he signed this instrument as a free act.

[Signature]
Notary Public

My commission expires on:
DARWINA BELL-ESSES NOTARY PUBLIC
STATE OF OHIO, Cuyahoga County
My Commission Expires Aug 31, 2003

Exhibit A

Attached schedules prepared by Ladas and Parry (registered solo marks)

CODES	REGISTRANT APPLICANT	TRADEMARK	COUNTRY	NUMBER, DATE	DUE DATE
NY18003115-5 EX 8408 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE WITH ACCENT OVER FIRST E	CANADA	273308 OCT 29, 1997	OCT 29, 2002
NY28802002-9 ND 1337 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE IN SCRIPT	CANADA	333494 OCT 30, 1987	OCT 30, 2002
NY19002689-3 ET 3861 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE WITH ACCENT OVER FIRST E	COSTA RICA	76308 JUL 19, 1991	JUL 19, 2001
NY18900238-7 RA 5725 NDP	HOUBIGANT, INC. (DEL.)	LUTECE WITH ACCENT MARK OVER FIRS E	GERMANY	1148784 MAR 01, 1999	FEB 28, 2009
NY18701794-3 KI 1637 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE WITH ACCENT OVER FIRST E	INDIA	477536 AUG 28, 1987	AUG 28, 2001
NY18003116-6 RA 1564 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE WITH ACCENT OVER FIRST E	MEXICO	263188 OCT 01, 1995	OCT 01, 2005
NY18902529-2 RA 4898 NDP	HOUBIGANT, INC. (DEL.)	LUTECE WITH ACCENT MARK OVER FIRS E	OMAN	3572 DEC 16, 1999	DEC 16, 2009
NY18902531-5 RA 4475 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE WITH ACCENT OVER FIRST E	OMAN	3567 DEC 16, 1999	DEC 16, 2009
NY18601728-9 LY 0171 NDP	HOUBIGANT, INC. (DEL.)	LUTECE WITH ACCENT MARK OVER FIRS E	PUERTO RICO	27613 OCT 20, 1997	OCT 20, 2007

CODES	REGISTRANT / APPLICANT	TRADEMARK	COUNTRY	NUMBER/DATE	DUE DATE
NY18201729-0 LX 0170 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE WITH ACCENT OVER FIRST E	PUERTO RICO	27012 OCT 20, 1997	OCT 20, 2001
NY18200917-2 KS 4489 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE WITH ACCENT OVER FIRST E SPECIFIC GOODS	QATAR	2942 JUN 26, 1992	JUN 26, 2002
NY18200917-4 KS 0656 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE WITH ACCENT OVER FIRST E SPECIFIC GOODS	SAUDI ARABIA	120736 DEC 20, 1992	AUG 30, 2002
NY10001786-9 RA 8851 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE WITH ACCENT OVER FIRST E SPECIFIC GOODS	RENEWAL FILED UNITED KINGDOM	2253198 NOV 17, 2000	NOV 17, 2010
NY89603095-2 LX 5183 NDP	HOUBIGANT, INC. (DEL.)	LULETE WITH ACCENT MARK OVER FIRST E1 CUSTOMS DEPOSIT SPECIFIC GOODS	UNITED STATES	1965084 APR 02, 1996	DEF-BASTICREG APR 02, 2006
NY19401860-5 RA 2175 NDP	HOUBIGANT, INC. (DEL.)	LUYCE STYLIZED SPECIFIC GOODS	UNITED STATES	1965064 APR 02, 1996	APR 02, 2006 B C 15 FILED
NY29502129-6 HG 2632 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE SPECIFIC GOODS	UNITED STATES	1264630 JAN 24, 1984	JAN 24, 2004 B C 15 FILED
NY89503089-8 KQ 9480 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE CUSTOMS DEPOSIT SPECIFIC GOODS	UNITED STATES	1264630 JAN 24, 1984	DEF-BASTICREG JAN 07, 2004
NY18702076-7 RB 2230 NDP	HOUBIGANT, INC. (DEL.)	RAFFINEE IN SCRIPT SPECIFIC GOODS	URUGUAY	392003 JUL 24, 2001	JUL 24, 2011

TRADEMARK
REEL: 002574 FRAME: 0696

LADAS & PARRY

APR 10, 2002 PAGE NO. 3

CODES	REGISTRANT APPLICANT	TRADEMARK	COUNTRY	NUMBER DATE	DUE DATE
NY2920018-0 R# 2231 NOP	HIDUBIGANT, INC. IDEL. I	RAFFINEE IN SCRIPT	URUGUAY	332004 SEP 12, 2001	SEP 12, 2011
		CLASSIFIED: 00003, 00025, GOODS CODE: SPECIFIC 00005	REG# 218948 HIDUBIGANT, INC./NEW YORK		
		CLASSIFIED: GOODS CODE:	REG# CLASSIFIED: GOODS CODE:		
		CLASSIFIED: GOODS CODE:	REG# CLASSIFIED: GOODS CODE:		
		CLASSIFIED: GOODS CODE:	REG# CLASSIFIED: GOODS CODE:		
		CLASSIFIED: GOODS CODE:	REG# CLASSIFIED: GOODS CODE:		

TRADEMARK ASSIGNMENT

FOR VALUE RECEIVED:

1. Houbigant Inc., ("Assignor"), the owner of the trademarks identified in the attached Exhibit A ("Marks"), hereby unconditionally assigns, transfers and sets over to and unto Clarendon Consultants LTD., its successors and assigns, ("Assignee"), having its principal office or place of business at PO Box 556, Mainstreet, Charlestown, Nevis, its entire right, title and interest in and to the Marks described in the attached Exhibit A, together with:
 - a. The logos, business practices, use standards, trade dress, and goodwill associated therewith.
 - b. The renewals, extensions and modifications thereof.
 - c. All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including without limitation damages and payments for past and future infringements, dilution or improper use thereof excepting only: i.) any infringements of the Marks which accrued prior to November 17, 1999; ii.) and further excepting any rights to infringement that may have accrued against New Dana Perfumes Corporation, its subsidiaries and affiliates, from November 17, 1999 through March 15, 2002.
 - d. All rights corresponding thereto, including, except as specifically noted above, the right to sue and recover for past, present and future infringements, dilution or improper use thereof.
 - e. All other proceeds and products of the foregoing, including without limitation, any rights pursuant to agreements with any other party.
 - f. All other rights in and usages of the Marks wherever located or however held.All to be held and enjoyed by the Assignee, its successors and assigns, as fully and completely as by the Assignor had this Assignment not been made.
2. The Assignor undertakes and agrees to execute, at no additional cost to Assignee, such further assurances as may reasonably be required in order to permit the Assignee, its successors and assigns, to hold and enjoy the Marks assigned hereunder and to obtain the recording of this Assignment.
3. The Assignor hereby grants Assignee, its successors and assigns, a limited Power of Attorney to transact any and all business necessary to effect this Assignment, including without limitation, registration or re-registration in the Trademarks Office of any country in connection with the Marks.

4. This Assignment and all rights granted hereunder may be assigned by Assignor without restriction.

DATED this ___ day of _____, 2002

Clarendon Consultants LTD.

Assignee

By: Matt Schrag

Its: Anthony M. Schrag

Houbigant Inc.

Assignor

By: [Signature]

Its: VP

Acknowledgement:

State of New York
County of New York

On this 3rd day of June, 2002, before me appeared Oleg Ostrowsky the person who was authorized to sign on behalf of the identified Houbigant Inc., who being sworn acknowledged that (s)he signed this instrument as a free act.

[Signature]
Notary Public

My commission expires on:

IVAN F. BLEJEO
Notary Public, State of New York
No. 31-4957175
Qualified in New York County
Commission Expires October 10, 2003

State of Ohio
County of Cuyahoga

On this 9th day of JUNE, 2002, before me appeared Mary Sobnosky
the person who was authorized to sign on behalf of the identified Clarendon Consultants LTD., who being sworn acknowledged that (s)he signed this instrument as a free act.

[Signature]

Notary Public

My commission expires on _____

**DARYNA BELL-EISES NOTARY PUBLIC
STATE OF OHIO, Cuyahoga County
My Commission Expires Aug 31, 2003**



Exhibit A

1. "Lutece"
2. "Raffinee"