

09-25-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

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

1. Name of conveying party(ies):

L'Oreal

9.20.02

- Individual(s)
- General Partnership
- Corporation-State
- Other Societe Anonyme, France
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 03/14/2002

2. Name and address of receiving party(ies)

Name: Lancome Parfums et Beaute & Cie

Internal

Address:

Street Address: 29 Rue du Faubourg St-Honore

City: Paris, France State: Zip: 75008

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Societe en nom collectif, France

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No (s) 76/295,277

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Jennifer Shmulewitz

Internal Address:

Paul, Hastings, Janofsky & Walker LLP

Street Address: 75 East 55th Street

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

09/24/2002 DBYRNE 00000142 76295277

01 FC:48 Jennifer Shmulewitz, Esq. 40.00 DP

Name of Person Signing

Signature

9/1/02

Date

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

5

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

TRADEMARK
REEL: 002587 FRAME: 0926


POWER OF ATTORNEY

Applicant hereby appoints the firm Paul, Hastings, Janofsky & Walker LLP, the members and associates of that firm and, specifically, Robert L. Sherman and Jennifer Shmulewitz, members of the Bar of the State of New York, to transact all business in the Patent and Trademark Office in connection with the BRIO mark (U.S. Application Serial No. 76/295,277) and to receive all communications and notices relative thereto. Please address all correspondence to Jennifer Shmulewitz at Paul, Hastings, Janofsky & Walker LLP, 75 East 55th Street, New York, New York 10022.

LANCÔME PARFUMS ET BEAUTE & CIE

Dated: March 14, 2002

By:


José Monteiro
Chief Trademark Counsel

ASSIGNMENT

This ASSIGNMENT from L'ORÉAL, S.A., a societe anonyme organized and existing under the laws of France located at 14, Rue Royale, 75008 Paris, France ("Assignor"), to LANCÔME PARFUMS ET BEAUTE & CIE, a societe en nom collectif organized and existing under the laws of France located at 29, Rue du Faubourg Saint-Honore, 75008 Paris, France ("Assignee"), is entered into and effective as of the date first written below:

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to U.S. Application Serial No. 76/295,277 for the mark BRIO (the "Trademark Application").

WHEREAS, Assignee desires to acquire from Assignor, and Assignor now wishes to assign to Assignee, any and all of Assignor's right, title and interest in and to the Trademark Application, including the goodwill of the business in connection with which the mark is used and which is symbolized by the mark, together with the right to recover for the past, present and future infringements and violations thereof;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire right, title and interest in and to the Trademark Application, including the goodwill of the business in connection with which the mark is used and which is symbolized by the

mark, together with the right to recover for the past, present and future infringements and violations thereof.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns shall do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for maintaining, renewing or enforcing the Trademark Application and any resulting registration.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

IN TESTIMONY WHEREOF, L'Oréal, S.A. has executed this Assignment, through a duly authorized representative, on the date set forth below.

L'ORÉAL, S.A.

Dated: March 14, 2002

By: _____
Name: Mr Sylvain MOINS
Title: Trademark Counsel

