

05-13-2003

Form PTO 1594
(Rev. 5-93)
OMB No. 0651-0011 (Rev. 4/94)

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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

102440455

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

1. Name of conveying party(ies):

La Biosthetique Marcel Contier

- Individual(s)
- General Partnership
- Corporation -
- Other - France Joint Stock Company
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

MCE
9/11, rue H.G. Fontaine
92600 Asnieres
France

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation -
- Other - France Simplified Joint Stock Company

if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 09/28/2001

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,557,519

Additional numbers attached? Yes No

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

Perla M. Kuhn, Esq.
Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, New York 10004-1482
(212) 837-6550
kuhn@hugheshubbard.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00

- Enclosed
 - Authorized to be charged to deposit account
8. Deposit Account No.: 08-3264

DO NOT USE THIS SPACE

fw ok

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

Perla Kuhn
Perla M. Kuhn

October 31, 2002

Date

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

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
Crystal Gateway 4, Room 335, Arlington, VA 22202

CERTIFICATE OF MAILING

Express Mail Certificate No.:

I hereby certify that this correspondence is being faxed to the U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Arlington, VA 22202, at 703 308-7124 on 10/31/2002 (Date of Deposit).

Elaine S. Parker
Name

Elaine S. Parker
Signature

October 31, 2002
Date of Signature

03-29-2002

Form PTO 1594
(Rev. 6-93)
OMB No. 0651-0011 (8/p. 4/94)

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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

102036213

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

1. Name of conveying party(ies):

La Biosihetique Marcel Contier

3-18-02

- Individual(s)
- General Partnership
- Corporation -
- Other - France Joint Stock Company
- 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: 09/28/2001

2. Name and address of receiving party(ies):

MCE
9/11, rue H.G. Fontaine
92600 Asnieres
France

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation -
- Other - France Simplified Joint Stock Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration Nr
1,557,519

03-18-2002

U.S. Patent & TMO/TM Mail Rpt.Dt. #01

Additional numbers attached? Yes No

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

Perla M. Kuhn, Esq.
Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, New York 10004-1482
(212) 837-6550
kuhn@hugheshubbard.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00

- Enclosed
 - Authorized to be charged to deposit account
8. Deposit Account No.: 08-3264

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

Perla M. Kuhn

March 13, 2002

Date

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I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an Express Mail envelope addressed to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Arlington, VA 22202, on March 18, 2002 (Date of Deposit).

Elaine S. Parker
Name

Signature

March 18, 2002

Date of Signature

03/28/2002 TBIAZI 00000040 1557519

01 FC:481

40.00 GP

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : MCE
Registration No. : 1,557,519
Dated : September 26, 1989
Trademark : FRANCINE FANTIN (Stylized)

POWER OF ATTORNEY

SIR:

In the matter of the above-identified Registration, Registrant hereby appoints PERLA M. KUHN, RONALD ABRAMSON, JAMES B. KOBAK, JR., JULIUS RABINOWITZ, EDWIN C. BULLOCK, PETER A. SULLIVAN, CATHERINE M. MENNENGA and NATASHA N. REED of the law offices of HUGHES HUBBARD & REED LLP, One Battery Park Plaza, New York, NY 10004-1482, its attorneys with full power of substitution and revocation and to file this assignment to transact all business in the Patent Office in connection therewith.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

HUGHES HUBBARD & REED LLP, whose postal address is One Battery Park Plaza, New York, New York 10004-1482, United States of America, is hereby designated Registrant's representative upon whom notices of process in proceedings affecting the mark may be served.

MCE

By: F. CONTIER
Name: Francine Contier
Title: President

Dated: 2/1/02

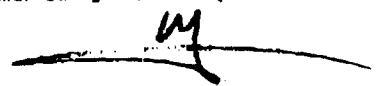
F. CONTIER

VISÉ POUR TIMBRE ET ENREGISTRÉ A LA RECETTE
DE EUROPE ROME LE 25 OCT 2001

F° 9 BORD. 207

Reçu { - Dt de Timbre : 5405
- Dts d'Enregt : 107527

Signature



CESSION DE MARQUES

ENTRE LES SOUSSIGNEES :

1. **La Biosthétique Marcel Contier**, société anonyme au capital de 136.000 EUR dont le siège social est situé au 9/11, rue H.G. Fontaine, 92600 Asnières et dont le numéro unique d'identification est le 632 039 749 RCS Nanterre, représentée par Madame Francine Contier, son président du Conseil d'administration domicilié audit siège et ayant tous pouvoirs à l'effet des présentes (ci-après « BMC ») ;
2. **Cospan**, société anonyme au capital de 390.000 FRF dont le siège social est situé à Fosseuse (60540) et dont le numéro unique d'identification est le 526 120 670 RCS Beauvais, représentée par Madame Francine Contier, son président du Conseil d'administration domicilié audit siège et ayant tous pouvoirs à l'effet des présentes (ci-après « Cospan ») ;

ci-après individuellement le « Cédant » et collectivement les « Cédants »,

D'UNE PART

ET

3. **MCE**, une société par actions simplifiée au capital de 2.300.000 EUR, ayant son siège social au 9/11, rue H.G. Fontaine, 92600 Asnières, et dont le numéro unique d'identification est le 410 655 039 RCS Nanterre, représentée par Madame Francine Contier, son président domicilié audit siège et ayant tous pouvoirs à l'effet des présentes ;



ci-après le « Cessionnaire »,

D'AUTRE PART

ETANT PREALABLEMENT RAPPELE

BMC et Cospan sont titulaires et propriétaires des marques suivantes indiquées en **Annexe 1** (ci-après les « Marques »).

IL EST CONVENU CE QUI SUIVIT:**Article 1**

Les Cédants cèdent au Cessionnaire, qui accepte, la propriété pleine et entière des Marques, sans aucune restriction ni réserve. Cette cession prend effet à compter de ce jour.

Article 2

En conséquence de ladite cession, le Cessionnaire est subrogé dans tous les droits des Cédants sur les Marques, de sorte qu'à compter de la signature du présent acte il en aura la propriété et la jouissance entières et pourra en disposer ou les exploiter à son gré, les maintenir en vigueur ou les abandonner.

La présente cession emporte le droit pour le Cessionnaire d'agir en contrefaçon ou de former opposition à l'encontre des marques ou autres signes susceptibles de porter atteinte aux Marques pour des faits non prescrits antérieurs à la signature du présent acte.

Article 3

Les Cédants déclarent que les Marques n'ont fait l'objet d'aucune autre cession, non plus que d'aucun nantissement, gage, ni concession d'un droit quelconque d'exploitation à un tiers (à l'exception du contrat de licence portant sur la marque Francine Fantin conclu avec M. Zanino pour l'Italie), et que les Marques ne sont l'objet d'aucun litige ni d'aucune réclamation de quelque nature que ce soit.

Article 4

La cession est consentie moyennant le paiement de la somme de cinquante cinq mille cent vingt neuf euros (55.129 EUR). Cette somme sera versée par le Cessionnaire sur présentation par les Cédants de la preuve de ce que le Cessionnaire est désigné comme titulaire des Marques auprès des divers registres nationaux ou internationaux concernés.

Article 5

Tous les frais et droits afférents à l'inscription de la présente cession au Registre National des Marques tenu à l'INPI ou aux registres nationaux ou internationaux, seront supportés par le Cessionnaire.




Article 6

Tous pouvoirs sont donnés au porteur d'un exemplaire des présentes pour l'inscription de la cession intervenue au Registre National des Marques, ainsi que pour effectuer toutes formalités, enregistrement, publication, dépôt et mention, partout où besoin sera.

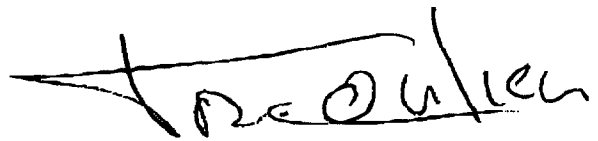
Fait à Paris

Le 28 septembre 2001

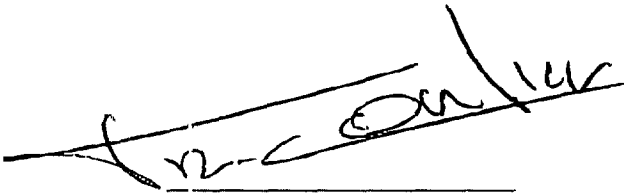
en 8 exemplaires originaux,
dont un pour l'enregistrement,
un pour l'INPI,
et un pour chacune des parties



Biothétique Marcel Contier



Cospan



MCE

ANNEXE I

Marques cédées à MCE SAS

MARQUES FRANCINE FANTIN

MARQUES	Numéro Dépot	Numéro enregistrement	Echéance	Pays	Classes
BEAUTE VIVANTE	506182	506182	30/09/06	INTER 20 ANS	3
BLUSH FLASH F.FANTIN	R400221	R400221	01/08/13	INTER 20 ANS	3
BLUSH FLASH F.FANTIN vignette	1219047	1219047	16/11/02	France	3
CRAYOMBRE	506559	506559	30/09/06	INTER 20 ANS	3
CRAYOMBRE	1284847	1284847	14/10/07	ROYAUME UNI	3
CRAYOMBRE	1254951	1254951	21/12/03	France	3
F.F. EMBALLAGE 1 BANDE	532504	532504	12/12/08	INTER 20 ANS	3
F.F. EMBALLAGE 1 BANDE	1371518	1371518	25/01/06	ROYAUME UNI	3
F.F. EMBALLAGE 3 BANDES	532505	532505	12/12/08	INTER 20 ANS	3
F.F. EMBALLAGE 3 BANDES	1371507	1371507	25/01/06	ROYAUME UNI	3
FRANCINE FANTIN (graphisme)	R460368	R460368	06/05/11	INTERNATIONALE	42
FRANCINE FANTIN (graphisme)	1315727	1315727	14/07/08	ROYAUME UNI	3
FRANCINE FANTIN (graphisme)	583003	387289	30/03/05	Canada	3,42
FRANCINE FANTIN (graphisme)	733290	1567519	26/09/09	ETATS UNIS	3,42
FRANCINE FANTIN (graphisme)	1621489	1621489	15/10/10	France	3,5,42
FF la femme et sa famille	2R228934	2R228934	24 fev 2010	INTERNATIONALE	3,5
FF la femme et sa famille	507329	507329	28/10/06	INTER 20 ANS	3,5
FF la femme et sa famille	1206143	1206143	09/09/02	France	3,5
FF semis de signature	515558	515558	27/08/07	INTER 20 ANS	3,5
LA COSMETIQUE DECORATIVE	R331946	R331946	30/01/07	INTER 20 ANS	3
LA COSMETIQUE DECORATIVE	1401869	1401869	02/04/07	France	3,16
LA COSMETIQUE DECORATIVE	515557	515557	27/08/07	INTER 20 ANS	3
LOGO Francine Fantin	1404049	1404049	16/04/07	France	3
LOGO Francine Fantin	493766	493766	04/06/05	INTER 20 ANS	3,42

MARQUES COSPAN

MARQUES	Numéro Dépôt	Numéro enregistrement	Echéance	Pays	Classes
LINABEL deno.	75/298141	2195139	13/10/08	FRANCE	3
LINABEL deno.	1678164	1678164	11/03/11	FRANCE	3
LINABEL chinois	9800018086	1277842	27/05/09	CHINE	3
LINABEL logo + deno.	96616497	96616497	18/03/06	France	3, 16, 42
LINABEL logo + deno.	686821	686821	15/01/06	INTERNATIONALE	3, 16, 42

Handwritten signature or initials

INITIALED FOR STAMP DUTY AND RECORDED AT THE
EUROPE ROME COLLECTION OFFICE ON 26th OCTOBER
2001

N° 9 Form 207

Received - Stamp duty: 540 F

- Recording fee: 10157 F

Signature

TRADEMARKS ASSIGNMENT

BETWEEN THE UNDERSIGNED:

1. **La Biothétique Marcel Contier**, a joint stock company with a capital of 136,000 EUR, whose registered office is located at 9/11, rue H.G. Fontaine, 92600 Asnières, and whose sole identification number is 632 039 749 RCS (*Trade & Companies Register*) Nanterre, represented by Mrs Francine Contier, its President of the Board of Directors, domiciled at the said registered office and holding full powers for purposes of these presents (hereinafter designated as "BMC");
2. **Cospan**, a joint stock company with a capital of 390,000 FRF, whose registered office is located at Fosseuse (60540), and whose identification number is 526 120 670 RCS (*Trade & Companies Register*) Beauvais, represented by Mrs Francine Contier, its President of the Board of Directors, domiciled at the said registered office and holding full powers for purposes of these presents (hereinafter designated as "Cospan");

hereinafter designated individually as the "Assignor" and collectively as the "Assignors",

ON THE ONE HAND,

AND

3. **MCE**, a simplified joint stock company with a capital of 2,300,000 EUR, having its registered office at 9/11, rue H.G. Fontaine, 92600 Asnières, whose sole identification number is 410 655 039 RCS (*Trade & Companies Register*) Nanterre, represented by Mrs Francine Contier, its president domiciled at the said registered office and holding full powers for purposes of these presents;

hereinafter designated as the "Assignee",

ON THE OTHER HAND,

(initials)

THE PARTIES FIRST SET FORTH THE FOLLOWING PREMISES:

BMC and Cospan are the owners and proprietors of the following trademarks indicated in **Appendix I** (hereinafter designated as the "Trademarks").

THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1

The Assignors transfer to the Assignee, which accepts, full and entire ownership of the Trademarks, without any restrictions or reserves. The said transfer is effective as of this very day.

Article 2

As a consequence of the said transfer, the Assignee is subrogated to all of the Assignor's rights to the trademarks, so that starting with the time of signature of the present document, it shall have full ownership and possession thereof, and shall be entitled to dispose of or use them as it wishes, to keep them in force or to abandon them.

The present transfer entails the Assignee's right to introduce infringement actions or to file oppositions against Trademarks or other signs likely to interfere with the rights of the trademarks for facts that are not statute-barred at the time of signature of the present document.

Article 3

The Assignors declare that the Trademarks have not been the object of any transfer or of any security, pledge or concession of any right to use the trademarks to a third party (with the exception of a licensing contract bearing on the Francine Fantin trademark concluded with Mr Zunino for Italy), and that the Trademarks are not the object of any litigation or of any claim of any kind whatsoever.

Article 4

The transfer is granted in exchange for payment of an amount of fifty five thousand one hundred and twenty-nine euros (55,129 EUR). The said amount shall be paid by the Assignee upon presentation by the Assignors of proof that the Assignee is designated as the owner of the Trademarks with the various national or international registers concerned.

Article 5

All expenses and rights relating to entry of the present transfer in the National Trademarks Register kept at the INPI or in the national or international registers shall be paid by the Assignee.

(Initials)

Article 6

Full powers are granted to the bearer of a copy of these presents for entry of the transfer concluded in the National Trademarks Register, as well as in order to carry out any formalities, recording, publication, filing and mention, wherever necessary.

Signed in Paris

On 28th September 2001

in 8 originals,
including one for recording,
one for the INPI,
and one for each of the parties.

(signature)

Biosthétique Marcel Contier

(signature)

Cospan

(signature)

MCE

APPENDIX 1

Trademarks transferred to MCE SAS