

DEED OF ASSIGNMENT

ENTRE LES SOUSSIGNEES

BETWEEN THE UNDERSIGNED

RAY G BRUNNER

RAY G BRUNNER

Citoyen américain
2434 SW HUMPHRY PARK ROAD
PORTLAND OR
USA 97221

American citizen
2434 SW HUMPHRY PARK ROAD
PORTLAND OR
USA 97221

ci-après dénommée "la cédante"

Hereafter called "the assignor"

d'une part,

On the one hand,

ET

AND

COSMETIC RESEARCH GROUP

COSMETIC RESEARCH GROUP

Société anonyme de droit français

A joint stock company organised under
the Laws of France

Dont le siège social est
Les Algorithmes Bât A
2000 Route des Lucioles
BP 29
06901 SOPHIA ANTIPOLIS
France

Whose address is
Les Algorithmes Bât A
2000 Route des Lucioles
BP 29
06901 SOPHIA ANTIPOLIS
France

Ci-après dénommée « la
cessionnaire »

Hereafter called the "assignee"

D'autre part,

On the other hand,

TRADEMARK

REEL: 002690 FRAME: 0852

SOPHIA COSMETIQUES

06901 SOPHIA ANTIPOLIS

IL A TOUT D'ABORD ETE EXPOSE
CE QUI SUIT

FIRST OF ALL, IT HAS BENN
AGREED

Afin de préserver les droits du
cessionnaire, le cédant aait procédé
au dépôt de la marque SOSKIN
n°...78/159650.....
aux Etats-Unis d'Amérique, en son
nom, pour désigner les produits
suivants en classe 3 :

In order to preserve the assignee's
rights, the Assignor has filed the
trademark application SOSKIN
n° 78/159650.....
In the United States of America, in his
name, with respect to the following
goods in class 3.

« face cream, non medicated anti
wrinkle cream non medicated skin
renewal, eye cream, body lotion, body
oil, ; non medicated lip balm, skin
balancing lotion,
facial skin oil controller, namely lotions,
creams, gels, oils and sprays, facial
toner, body toner, facial cleanser, body
cleanser, facial exfoliating preparations
namely lotions, creams, gels, oils and
sprays, body and hair shampoo and
conditioner in one, eye make up
remover, facial make up remover, face
masque, body masque, skin refreshing
lotion, cream and gel, hair shampoo,
hair conditioner, hair spray, hair
mousse, hair gel, non medicated hair
treatments, namely lotions, creams,
gels, oils and sprays, body sunscreen,
facial sunscreen, lip sunscreen
preparations, hair sunscreens, self
tanning preparations, namely lotions,
creams, gels, oils, and sprays,
foundation make up, lipstick, lip gloss,
eyeliner, eye shadow, mascara, face
powder, body powder, self tan bronzer,
skin, facial and body concealer,
- fragranced body lotion, fragranced
body cream, bath powder, bath oil, skin
cleansing lotion, skin cleansing

*face cream, non medicated anti
wrinkle cream non medicated skin
renewal, eye cream, body lotion, body
oil, ; non medicated lip balm, skin
balancing lotion, facial skin oil
controller, namely lotions, creams,
gels, oils and sprays, facial toner, body
toner, facial cleanser, body cleanser,
facial exfoliating preparations namely
lotions, creams, gels, oils and sprays,
body and hair shampoo and
conditioner in one, eye make up
remover, facial make up remover, face
masque, body masque, skin refreshing
lotion, cream and gel, hair shampoo,
hair conditioner, hair spray, hair
mousse, hair gel, non medicated hair
treatments, namely lotions, creams,
gels, oils and sprays, body sunscreen,
facial sunscreen, lip sunscreen
preparations, hair sunscreens, self
tanning preparations, namely lotions,
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powder, body powder, self tan bronzer,
skin, facial and body concealer,
fragranced body lotion, fragranced
body cream, bath powder, bath oil, skin
cleansing lotion, skin cleansing

**IL A PAR CONSEQUENT ETE
CONVENU DE CE QUI SUIT****Article 1.**

Le Cédant rétrocède par les présentes au Cessionnaire qui accepte, la pleine propriété de la marque ci-dessus ainsi que tous les droits y afférents.

Article 2.

Le Cessionnaire aura le droit, à compter de ce jour, d'entreprendre, de reprendre ou de continuer à son nom mais aux frais, risques et profits du Cessionnaire, tant en demande qu'en défense tous droits, instances, procédures ou actions relatives à la marque rétrocédée et notamment en raison d'actes de contrefaçon antérieurs ou postérieurs à la présente rétrocession.

A cet effet, le Cessionnaire sera substitué et subrogé au Cédant dans toute action, tant en demande qu'en défense en cours à la date de la cession.

Article 3.

Le Cédant ne donne aucune garantie que celle de son fait personnel. Il est entendu que l'invalidation éventuelle totale ou partielle de la marque n'entraînera aucune novation ou résolution possible du présent acte.

Article 4.

Le Cédant déclare que la marque rétrocédée n'a fait l'objet d'aucune mutation de propriété, nantissement, apport en société, non plus que de concession de licence ou autre transmission de droit en faveur d'un tiers quelconque.

**CONSEQUENTLY, THE FOLLOWING
TERMS HAVE BEEN AGREED:****Article 1.**

Heraby, the Assignor assigns the mark SOSKIN and all right pertaining thereto to the assignee.

Article 2.

The Assignee hereafter has the right to take all necessary steps, to bring, to continue, and to take over in his name, but at his own cost and risks, in either bringing or defending any legal proceedings relating to SOSKIN, either hereafter or pending as of this date.

In this regard, the assignee may be substituted for the assignor in all pending proceedings.

Article 3.

This assignment is provided with limited title guarantee.

It is hereby agreed that either the total or partial cancellation of any resulting registration will not result in the reiteration of this agreement.

Article 4.

The Assignor hereby warrants that the mark under assignment has not been the subject of any transfer, securities nor the subject of any licence or granting of any rights to third parties.

