700041391

Form PTO-1504 RECORDATION FORM TRADEMARK			
To the Honorable Commissioner of Patents and Trademarks: P	ease record the attached original documents or copy hereof.		
Name of conveying party(ies):	2. Name and address of receiving party(ies):		
JEYES GROUP LIMITED	Name: STEPADVICE LIMITED		
Individual(s)AssociationGeneral PartnershipLimited PartnershipCorporation-State X_OtherGreat Britain Company	Address: BROADWALK HOUSE, 5 APPOLD STREET LONDON, EC2A 2HA, ENGLAND		
Additional name(s) of conveying party(ies) attached Yes x No	Individual(s) citizenship Association General Partnership		
3. Nature of conveyance:	Limited Partnership		
x Assignment Merger Security Agreement Change of Name	Corporation-State X Other Great Britain company		
Other Execution Date: September 11, 2002	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes x No (Designations must be a separate document from Assignment) Additional name(s) & addresses attached? Yes x No		
	Trademark Registration No.(s). 1,588,457		
Additional Numbers attach	ed? Yes <u>_x</u> No		
Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and and registration involved:1		
Name: Diana Sullivan	7. · Total fee (37 CFR 3.41) \$ 40.00		
Internal Address: <u>Fross Zelnick Lehrman</u> & Zissu, P.C.	X Authorized to be charged to deposit account		
Street Address: 866 United Nations Plaza			
City: New York State: NY Zip: 10017			
Tel: (212)813-5900; Fax: (212)813-5901	8. Deposit account number:		
	<u>23-0825</u> Docket: <u>JEYE-0305716</u>		
DO NOT HOS T	(Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE T	HIS 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.			
Susan Upton Douglass Name of Person Signing Signature	Date Orgent 22 2003		
Total number of pages comprising cover sheet:			
OMB No. 0651-0011 (exp. 4/94)	FZLZ File No.: JEYE USA TA-03/05716 SUD		

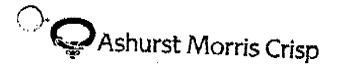
TRADEMARK

REEL: 002704 FRAME: 0186

.7-JUL-2003 16:13 FROM MORK & CLER

TO 212128135901

P. 25



Trade Mark Assignment

Jeyes Group Limited

And

Stepadvice Limited

And

IWP (UK) Holdings Plc

1/th Sept. 2002

TRADEMARK
REEL: 002704 FRAME: 0187

17-JUL-2003 16:13 FROM MARK & CLERK

THIS ASSIGNMENT is made on 1/h September 200

BETWEEN:

- (1) JEYES GROUP LIMITED (No. 01971675) whose registered office is at Brunel Way. Thetford, Norfolk, IP24 1HF (the "Assignor"); and
- (2) STEPADVICE LIMITED (to be renamed Jeyes Group Limited) (No.4440301) whose registered office is at Broadwalk House, 5 Appoid Street, London, EC2A 2HA (the "Assignee"); and
- (3) IWP (UK) HOLDINGS PLC (No. 2350078) whose registered office is at Rhosemor Industrial Estate, Rhosemor, Mold, Flintshire, CH7 6PZ ("IWP").

RECITALS

- (A) The Assignor is the legal and beneficial owner of the registered trade marks set out in the Schedule (the "Trade Marks").
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this assignment.

THE PARTIES AGREE AS FOLLOWS:

- In this agreement the following words and expressions shall have the following meanings, unless the context otherwise requires:
 - "Disclosure Letter" means the letter dated 29 June 2002 together with the attachments thereto addressed by IWP (UK) Holdings plc, the Licensor, Jeyes BV, IWP International BV and IWP International SA to the Licensee and Inhoco 2655 Limited.
- In consideration of 24,934,544 (twenty-four million, nine hundred and thirty-four thousand, five hundred and forty-four) Euros now paid by the Assignee to IWP at the behest of the Assignor (receipt and sufficiency of which IWP hereby acknowledges) the Assignor does hereby assign with full title guarantee all right, title and interest to and in the Trade Marks, including all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee and the Assignee, accepts the assignment of the Trade Marks.
- The sum specified in clause 2 above is exclusive of any amount arising in respect of VAT and the Assignee shall pay such VAT to the Assignor on the later of receipt of a valid VAT invoice in respect of the same and the date on which the Assignee will obtain credit for the amount of such VAT by way of either a reduction in the amount of output tax that is due from the Assignee or by way of repayment of such amount from the Commissioners of Customs & Excise. The Assignee shall account to the Assignor in respect of any payments or credits actually received by the Assignee in respect of such VAT forthwith EMARK ame obtained. The Assignee will use all reasonable endeavours to ensure that is 10188

61

•)

17-JUL-2003 16:14 FROM MARK & CLERK

TO 3012128135901

P.27

- 4. The Assignor confirms that this assignment is made with the goodwill attaching to the Trade Marks.
- 5. The Assignor warrants to the Assignce as follows in respect of each of the Trade Marks:
- 5.1 that it is the sole and absolute legal and beneficial owner of the Trade Marks and that the Trade Marks are free from any and all charges, liens, pledges, trusts or other encumbrances. The Assignee acknowledges that certain of the Trade Marks have expired and no warranty is given by the Assignor that these Trade Marks will be renewed by the relevant Trade Marks Registry.
- 5.2 that no other person currently has the Assignor's permission to use any of the Trade Marks;
- 5.3 that so far as the Assignor is aware the use of the Trade Marks by the Assignor does not infringe the intellectual property rights of any person and that so far as the Assignor is aware no third party is infringing or misusing any of the Trade Marks, and
- 5.4 that so far as the Assignor is aware all renewal fees in respect of the Trade Mark have been paid.
- 6. The Assignee accepts that the warranties and undertakings contained in this agreement are made and given subject to all the disclosures in the Disclosure Letter. In the event of any shall prevail. The Assignor shall not be or be deemed to be in breach of or not to have fulfilled any of the above warranties in respect of the matters mentioned or disclosed in the relevant paragraphs of the Disclosure Letter and no claim shall lie in respect thereof.
- The Assignor agrees to indemnify and keep indemnified the Assignee and the Assignee's successors in title and assigns and each member of the Assignee's group (together with their officers, servants and agents) (the "Indemnified Parties") from and against all costs, claims, demands, liabilities, expenses, damages, losses, interest, and other expenses whether direct, indirect or consequential (including without limitation any economic losses or other loss of profit, contract, business, reputation or goodwill) arising out of any dispute Parties in any way in relation to any invalidity or defect in the title of the Assignee to the Trade Marks.
- 8. The Assignor shall at its own cost do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts and things as the Assignee may at any time reasonably require properly to vest the Trade Marks or any one or more of them in the Assignee or otherwise to give effect to this assignment and perfect the Assignee's title.
- This assignment shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in respect of it.

REDACTED

TRADEMARK REEL: 002704 FRAME: 0190

TG ~9012128135901

P.33

Trade Mark and Number	Country	Owner	Renewal	Class(es)	Status
BLOO	United Kingdom		Date		Ota (us
B1240872	Omted Kingdom	Jeyes Group Limited		5	Registere
(associated marks		6.6. 100 miles			
1011981 (5088,414)	j				
and others)					
BLOO	United States	Your			
1588457	James	Jeyes Group Limited		3	Registered
BLOO ULTRA 5	United States	Taura C	<u></u>	1	TAC ET STEEL GO
806966		Jeyes Group Limited		3	Cancelled
			<u> </u>	1	(2001)

PAROZONE

Trade Mark and Number	Country	Оwner		· · · · · · · · · · · · · · · · · · ·	
PAROZONE			Renewal Date	Class(es) Status
16066	Bahrain	Jeyes Group Limited	d 22 Mar 0	3 3	
PAROZONE	Egypt			3 3	Registered
86393	Egypt	Jeyes Group Limited	1 01 Apr 03	3	To
PAROZONE	Egypt		1		Registered
86397	\$3 F	Jeyes Group Limited	01 Apr 03	5	Registered
PAROZONE	Ghana	Jeves Communication			v.cR12teL6G
15064-GHA		Jeyes Group Limited	29 Apr 09	47	Registered
PAROZONE 327-GIB	Gibraltar	Jeyes Group Limited			- Sistered
PAROZONE		s Group Lintinea	08 Feb 10	47	Registered
72496-GUE	Guernsey	Jeyes Group Limited	08 Feb 10		
PAROZONE	 	,	00 Let 10	47	Registered
864—JER	Jersey	Jeyes Group Limited	08 Feb 10	47	<u> </u>
BLOO	Jamaica			14/	Registered
B21484		Jeyes Group Limited	13 Mar 06	3	D
PAROZONE	Kenya	Javas C		-	Registered
44846 KEN		Jeyes Group Limited	03 Sep 03	3	Registered
PAROZONE 24826	Kuwait	Jeyes Group Limited			registered
PAROZONE		- A as Gloup Limited	29 Apr 03	3	Registered
1460/58-MAL	Malewi	Jeyes Group Limited	10.14		
PAROZONE	Malta		19 May 07	3	Registered
5019	Matta	Jeyes Group Limited	18 Jan 08	3	
PAROZONE	Nigeria		***********	.5	Registered
18783-NIG	- "57(19	Jeyes Group Limited 0	8 Jun 09	47	
PAROZONE 10188	Qatar	Javes C.			Registered
PAROZOVE	 -	Jeyes Group Limited I	9 Oct 02	3 E	April 1
298/40	Saudi Arabia	Jeyes Group Limited 19		TRADEM	KKresea
-	****	aroup Lumited 10	PAREELIT	9 02704 F R	AME: 0191



REDACTED

TRADEMARK REEL: 002704 FRAME: 0192

aug 22 ,			TO 917033065995	
- Total Proof		MARK & CLERK	TO 7012128135901	
			·	
-	Signed by for and on behalf of JEYES GROUP LIMIT in the presence of:	TED }		
•	Signed by for and on behalf of STEPADVICE LIMITES in the presence of:	,	du	

Signed by
for and on behalf of
IWP (UK) HOLDINGS PLC
in the presence of:

TRADEMARK REEL: 002704 FRAME: 0193

P.08/10

P.37

900101,281,35901

P.38

Signed by for and on behalf of JEYES GROUP LIMITED in the presence of:

Signed by for and on behalf of STEPADVICE LIMITED in the presence of:

Signed by for and on behalf of IWP (UK) HOLDINGS PLC in the presence of:

TRADEMARK

REEL: 002704 FRAME: 0194

P.10/10

TO 90012 78135901

P.39

Signed by
for and on behalf of
JEYES GROUP LIMITED
in the presence of:

Signed by for and on behalf of STEPADVICE LIMITED in the presence of:

Signed by
for and on behalf of
IWP (UK) HOLDINGS PLC
in the presence of:

Edrustan.

A?

RECORDED: 08/22/2003

TRADEMARK REEL: 002704 FRAME

МЕ-10195_{ги жж}