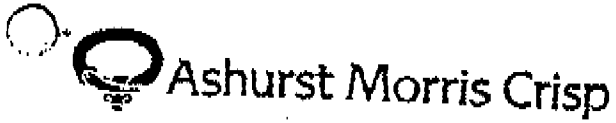




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## Trade Mark Assignment

Jeyes Group Limited

And

Stepadvice Limited

And

IWP (UK) Holdings Plc

*11<sup>th</sup> Sept. 2002*

THIS ASSIGNMENT is made on *11th September* 2002

**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 Appold 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:**

1. 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.
2. 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.
3. 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 upon the same being obtained. The Assignee will use all reasonable endeavours to ensure that credit is obtained for such VAT as soon as reasonably practicable after the date hereof.

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4. The Assignor confirms that this assignment is made with the goodwill attaching to the Trade Marks.
5. The Assignor warrants to the Assignee 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 inconsistency between this agreement and the Disclosure Letter, then the Disclosure Letter 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.
7. 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 (including reasonable legal costs) incurred or suffered by any of the Indemnified Parties 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 or contractual, tortious or other claims or proceedings brought against the Indemnified 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.
9. 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.

IN WITNESS whereof this assignment has been executed on the date first above mentioned

TRADEMARK

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**REDACTED**

Trade Mark and Number	Country	Owner	Renewal Date	Class(es)	Status
BLOO B1240872 (associated marks 1011981 (5088,414) and others)	United Kingdom	Jeyes Group Limited		5	Registered
BLOO 1588457	United States	Jeyes Group Limited		3	Registered
BLOO ULTRA 5 1806966	United States	Jeyes Group Limited		3	Cancelled (2001)

## PAROZONE

Trade Mark and Number	Country	Owner	Renewal Date	Class(es)	Status
PAROZONE 16066	Bahrain	Jeyes Group Limited	22 Mar 03	3	Registered
PAROZONE 86393	Egypt	Jeyes Group Limited	01 Apr 03	3	Registered
PAROZONE 86397	Egypt	Jeyes Group Limited	01 Apr 03	5	Registered
PAROZONE 15064-GHA	Ghana	Jeyes Group Limited	29 Apr 09	47	Registered
PAROZONE 327-GIB	Gibraltar	Jeyes Group Limited	08 Feb 10	47	Registered
PAROZONE 72496-GUE	Guernsey	Jeyes Group Limited	08 Feb 10	47	Registered
PAROZONE 864-JER	Jersey	Jeyes Group Limited	08 Feb 10	47	Registered
BLOO B21484	Jamaica	Jeyes Group Limited	13 Mar 06	3	Registered
PAROZONE 44846 KEN	Kenya	Jeyes Group Limited	03 Sep 03	3	Registered
PAROZONE 24826	Kuwait	Jeyes Group Limited	29 Apr 03	3	Registered
PAROZONE 1460/58-MAL	Malawi	Jeyes Group Limited	19 May 07	3	Registered
PAROZONE 5019	Malta	Jeyes Group Limited	18 Jan 08	3	Registered
PAROZONE 18783-NIG	Nigeria	Jeyes Group Limited	08 Jun 09	47	Registered
PAROZONE 10188	Qatar	Jeyes Group Limited	19 Oct 02	3	Registered
PAROZONE 298/40	Saudi Arabia	Jeyes Group Limited	19 Jun 02	3	Registered

TRADEMARK

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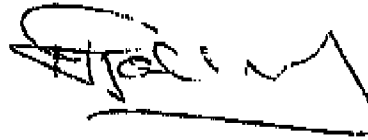
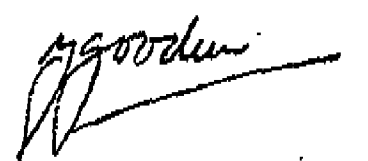
**REDACTED**

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

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Signed by  
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**STEPADVICE LIMITED**  
in the presence of:

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Signed by  
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**IWP (UK) HOLDINGS PLC**  
in the presence of:

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Signed by )  
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in the presence of: )



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