

Form PTO-1504
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
JEYES GROUP LIMITED

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State _____
 Other Great Britain Company

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

2. Name and address of receiving party(ies):
Name: STEPADVICE LIMITED
Address: _____
BROADWALK HOUSE, 5 APPOLD STREET
LONDON, EC2A 2HA, ENGLAND

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Great Britain 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) & addresses attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 11, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 868,032

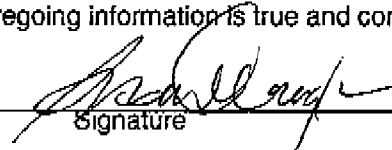
Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Diana Sullivan
Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
Street Address: 866 United Nations Plaza
City: New York State: NY Zip: 10017
Tel: (212)813-5900; Fax: (212)813-5901

6. Total number of applications and registration involved:.....1
7. Total fee (37 CFR 3.41) \$ 40.00
 Authorized to be charged to deposit account
8. Deposit account number:
23-0825 Docket: JEYE-0305715
(Attach duplicate copy of this page if paying by deposit account)

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.

Susan Upton Douglass  August 22, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: _____

CH \$40.00 230825 0868032



Global Intellectual Property Deed of Assignment (excluding Irish IP)

Jeyes Group Limited

And

Stepadvice Limited

11th September 2002

TRADEMARK
REEL: 002704 FRAME: 0199

24. JUL. 2003 9:48

MARKS AND CLERK

NO. 4796 P. 5

THIS DEED OF ASSIGNMENT is made on *11th September* 2002

BETWEEN:

- (1) **JEYES GROUP LIMITED** (No.01971675) whose registered office is 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").

RECITALS

- (A) The Assignor is the legal and beneficial owner of the Intellectual Property and the registered owner of the Domain Names (each as defined herein) set out in the schedules to this Deed.
- (B) The Assignor has agreed to assign the Intellectual Property (excluding the Excluded Intellectual Property) and the Domain Names to the Assignee on the terms set out in this Deed.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Deed the following words and expressions have the following meanings, unless the context otherwise requires:

"Designs" means the registered designs and applications set out in schedule 3;

"Disclosure Letter" means the letter dated 29 June 2002 together with the attachments thereto addressed by IWP (UK) Holdings Plc, the Assignor, Jeyes BV, IWP International BV and IWP International SA to the Assignee and Inhoco 2655 Limited.

"Domain Names" means the domain name registrations set out in schedule 4;

"Excluded Intellectual Property" means:

- (a) the Intellectual Property that is the subject of separate assignments as at today's date between the parties and IWP (UK) Holdings plc in respect of certain trade mark registrations for Bloo, Parozone, Wet Ones and Jeyes Fluid;
- (b) the Intellectual Property that is the subject of a separate assignment as at today's date between the parties in respect of the Irish Intellectual Property owned by the Assignor; and

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- (c) the Intellectual Property that is the subject of a trade mark licence agreement between the parties in respect of certain trade marks in India, Pakistan, Bangladesh and Sri Lanka.

"Intellectual Property" means any and all Intellectual Property Rights owned by the Assignor except the Excluded Intellectual Property;

"Intellectual Property Rights" means any and all trade marks, rights in designs, get-up, look and feel, trade names, copyrights, future copyrights, patents, rights in databases (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing) rights in inventions, know how, trade secrets and other confidential information and all other intellectual property rights of a similar or corresponding nature which may now or in the future subsist in any part of the world;

"Patents" means the patents and patent applications set out in schedule 2; and

"Scheduled Intellectual Property" means the Designs, the Patents and the Trade Marks;

"Trade Marks" means the registered trade marks and trade mark applications set out in schedule 1.

2. ASSIGNMENT

2.1 **Scheduled Intellectual Property.** The Assignor hereby assigns to the Assignee with full title guarantee all right, title and interest in and to the Scheduled Intellectual Property.

2.2 **Other Intellectual Property.** The Assignor hereby assigns to the Assignee all such right, title and interest in and to the Intellectual Property (excluding the Excluded Intellectual Property), not assigned or transferred under clause 2.1 above.

2.3 **Domain Names.** The Assignor hereby transfers to the Assignee all right, title and interest in and to the Domain Names.

2.4 **Excluded Intellectual Property.** For the avoidance of doubt, no title, right or interest shall pass from the Assignor to the Assignee under this Deed in respect of the Excluded Intellectual Property.

3. TRADE MARKS

The Assignor confirms that the assignment of the Trade Marks is made with the goodwill attaching thereto and includes 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.

4. PATENTS

The Assignor confirms that the assignment of the Patents is made with

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4.1 all rights and powers arising or accrued from the Patents and the Patent applications, including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patents or accompanying any of the applications for Patents; and

4.2 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of any of the inventions claimed in any of the Patents including the right to claim priority therefrom.

5. DESIGNS

The Assignor confirms that the assignment of the Designs includes 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.

6. WARRANTIES

The Assignor warrants to the Assignee as follows:

6.1 The Assignor is the sole legal and beneficial owner of the Intellectual Property.

6.2 The Scheduled Intellectual Property is registered, or applied for, in the name of the Assignor.

6.3 The Intellectual Property is free from any charges, liens, pledges, trusts or other encumbrances.

6.4 So far as the Assignor is aware, all registration and renewal fees have been paid in relation to the Scheduled Intellectual Property. So far as the Assignor is aware, all commercially reasonable steps have been taken for the prosecution and maintenance of such Scheduled Intellectual Property.

6.5 So far as the Assignor is aware the use by the Assignor of the Intellectual Property does not infringe the Intellectual Property Rights of any other person.

6.6 No proceedings claims or complaints have been received by the Assignor from any third party or competent authority in relation to the Intellectual Property.

6.7 So far as the Assignor is aware no third party is infringing or misusing the Intellectual Property.

6.8 The Assignor is not subject to any injunction, undertaking or court order or order of any other authority of competent jurisdiction not to use or restricting the use of any of the Intellectual Property.

7. **DISCLOSURE LETTER**

The Assignee accepts that the warranties and undertakings contained in this Deed are made and given subject to all the disclosures in the Disclosure Letter. In the event of any inconsistency between the Deed 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.

8. **INDEMNITY**

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 Scheduled Intellectual Property.

9. **FURTHER ASSURANCE**

The Assignor shall upon request do and execute or procure that there shall be done and executed in a form or manner reasonably satisfactory to the Assignee all such documents, deeds, matters, acts and things as the Assignee may at any time require properly to vest the Intellectual Property and the Domain Names or any part thereof in the Assignee or otherwise to give effect to this assignment and perfect the Assignee's title.

10. **GOVERNING LAW**

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.

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IN WITNESS WHEREOF the parties, intending to be bound hereby, have caused this Deed to be executed as a deed by their authorised representatives and delivered as of the date and year first above written.

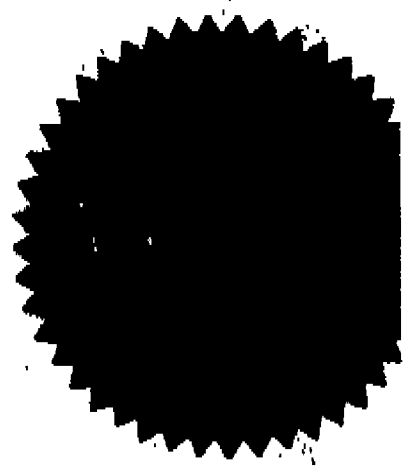
Executed as a Deed by the Assignor)
JEYES GROUP LIMITED)

[Signature] x Signature of director

H. J. COLLEY Name of director

x [Signature] x Signature of director/ secretary

NICHOLAS GOODWIN Name of director/secretary



Executed as a Deed by the Assignee)
STEPADVICE LIMITED)

_____ Signature of director

_____ Name of director

_____ Signature of director/ secretary

_____ Name of director/secretary

IN WITNESS WHEREOF the parties, intending to be bound hereby, have caused this Deed to be executed as a deed by their authorised representatives and delivered as of the date and year first above written.

Executed as a Deed by the Assignor)
JEYES GROUP LIMITED)


Signature of director

Name of director

Signature of director/ secretary

Name of director/secretary

Executed as a Deed by the Assignee)
STEPADVICE LIMITED)



Signature of director

H. COLLEY

Name of director



Signature of director/ secretary

NICHOLAS GODDARD

Name of director/secretary

**SCHEDULE 1
 TRADE MARKS**

Trade mark and number	Country	Owner	Classes: goods	Status
JEYES STICKY FINGERS 15550302	United States	Jeyes Group Limited	3	Application abandoned
KLEENOFF 0868032	United States	Jeyes Group Limited	3	Registered
KLEENOFF UCA008504	Canada	Jeyes Group Plc	3	Registered
"JEYES" UCA022624 (associated marks TMDA06082 UCA40465)	Canada	Jeyes Group Plc	3, 5, 16, 21	Registered
CLENSEL 37293	Australia	Jeyes Group Ltd	3	Registered
CLENSEL 37294	Australia	Jeyes Group Ltd	5	Registered
JEYES 197461	Australia	Jeyes Group Ltd	3	Registered
JEYES 239072	Australia	Jeyes Group Ltd	5	Registered
JEYES 752010	Australia	Jeyes Group Ltd	5	Registered
JEYES STICKY FINGERS 771097	Australia	Jeyes Group Ltd	3	Registered
JEYPINE 154172	Australia	Jeyes Group Ltd	5	Registered
JK KONTROL 216419	Australia	Jeyes Group Ltd	5	Registered
KLEENOFF 107475	Australia	Jeyes Group Ltd	3	Registered
POWERSAN 715845	Australia	Jeyes Group Ltd	3	Registered
SNOWBOWL 240355	Australia	Jeyes Group Ltd	3	Registered
EVERGREEN 149891	Austria	Jeyes Group Plc	3, 5	Registered
JEYES 39815	Finland	Jeyes Group Plc	5	Registered
SANILAV 39540	Finland	Jeyes Group Plc	5	Registered

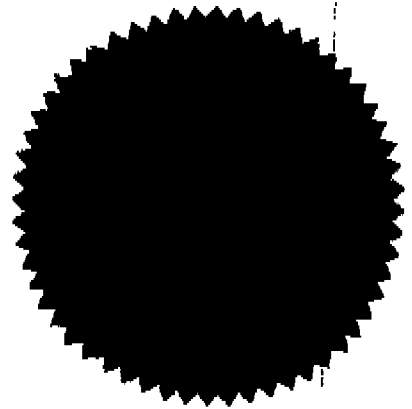
TRADE MARK
 REEL: 002704 FRAME: 0206

I, NIGEL LUBBOCK, Notary Public of the City of Norwich, England, HEREBY
CERTIFY this document to be a true copy of the original, which I have today
examined.

Nigel Lubbock

Nigel Lubbock, Notary Public

18th July 2003



REDACTED