

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRS International, Inc.		04/14/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	L'Oreal
Street Address:	14, Rue Royale
City:	Paris
State/Country:	FRANCE
Postal Code:	75008
Entity Type:	societe anonyme (French corporation): FRANCE

PROPERTY NUMBERS Total: 1	
Property Type	Number
Registration Number:	1928407 PURE ZONE

CORRESPONDENCE DATA	
Fax Number:	(212)318-6881
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 318-6463
Email:	jennifershmulewitz@paulhastings.com
Correspondent Name:	Paul, Hastings, Janofsky & Walker LLP
Address Line 1:	75 E. 55th Street
Address Line 2:	Attn: Jennifer Shmulewitz
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	29172.00037
-------------------------	-------------

DOMESTIC REPRESENTATIVE	
Name:	Robert L. Sherman
Address Line 1:	75 E. 55th Street
Address Line 2:	Paul, Hastings, Janofsky & Walker LLP
Address Line 4:	New York, NEW YORK 10022

CH \$40.00 1928407

NAME OF SUBMITTER:

Jennifer Shmulewitz

Total Attachments: 3

source=purezone#page1.tif

source=purezone#page2.tif

source=purezone#page3.tif

ASSIGNMENT

This ASSIGNMENT from CRS International, Inc., a corporation organized and existing under the laws of New York State ("Assignor"), located at 3027 Route 9, Cold Spring, New York 10516, to L'Oréal, a societe anonyme organized and existing under the laws of France ("Assignee"), located at 14, Rue Royale, 75008 Paris, France, is entered into and effective as of the date first written below.

WHEREAS, Assignor owns all right, title and interest in and to the trademark PURE ZONE & Design as used in the United States in connection with toiletries, namely soap, hand and body lotion, bath and shower gel and powder and bedding, namely sheets, pillow cases, duvet covers, bed skirts and bath linens, including United States Trademark Registration No. 1,928,407, for, among other things, "toiletries, namely soap, hand and body lotion, bath and shower gel and powder," and the goodwill corresponding thereto (the "Mark").

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, Assignor's right, title and interest in and to the Mark, along with the goodwill represented thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in and to the Mark, including United States Trademark Registration No. 1,928,407 therefor, the goodwill of the business associated with the Mark and the right to recover for past, present and future infringements of the Mark.

2. Assignor agrees that, upon request it will, at any time, without charge to Assignee but at Assignee's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Mark and registration therefor in Assignee, its successors, assigns and legal representatives or nominees.

3. Assignor represents, warrants and covenants that:

(a) to the best of Assignor's knowledge, there is no infringement by others of the Mark;

(b) no claim has been made that the use the Mark does or may violate the rights of any third person, and to the best of Assignor's knowledge, there is no infringement by Assignor of the trademark rights of others;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Mark free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, other than the assignment created by this Assignment;

(d) There are no outstanding or active license agreements with any third parties relating to the Mark and no assignment agreements relating to the Mark; and

(e) Assignor has the unqualified right to enter into this Assignment and to perform its terms.

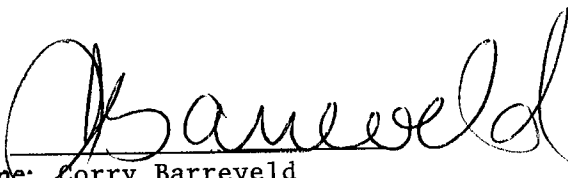
4. This Assignment will be binding upon Assignor, and its successors and assigns and shall inure to the benefit of Assignee, its nominees, successors and assigns.

5. This Assignment together with any additional documents necessary to effect the transfer of the Mark, registration therefor and the corresponding goodwill constitute the entire and exclusive terms and conditions with respect to the disposition of the Mark and supersedes any discussions, conflicting correspondence or other documents relating thereto and may only be modified in writing signed by both parties.

IN TESTIMONY WHEREOF, CRS International, Inc. has executed this Assignment, through a duly authorized representative, on the date set forth below.

CRS INTERNATIONAL, INC.

Dated: 4/14, 2003

By: 
Name: Corry Barreveld
Title: