



12-01-2003



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Attorney Docket No. 3002-1014

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

1. Name of conveying party(ies):

CHARLES REVSON, INC.

11-25-03

- [ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Other
[ ] Limited Partnership
[X] Corporation - New York
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies):

Name: EDENWEST LIMITED

Street Address: House of Edenwest Stonefield Way, Ruislip Middlesex HA4 0JW United Kingdom

- [ ] Individual(s) citizenship:
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation -
[X] Other - Limited Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No

Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance:

- [X] Assignment [ ] Merger
[ ] Change of Name [ ] Other
[ ] Security Agreement

Execution Date: 08-15-2000

4. Application number(s) or registration (numbers):

A. Trademark Application No(s).

B. Trademark Registration No(s).

2,067,838

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Mark Lebow
YOUNG & THOMPSON
Second Floor
745 South 23rd Street
Arlington, VA 22202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
[X] Enclosed
[ ] Authorized to be charged to deposit account

8. Deposit Account No. 25-0120
(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.

Mark Lebow
Name of Person Signing

Handwritten signature of Mark Lebow

Signature

November 25, 2003
Date

Total number of pages including cover sheet: [ 4 ]

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**EXHIBIT B**

**ASSIGNMENT**

**THIS AGREEMENT** is made between **CHARLES REVSON INC.**, a New York corporation, with a business address of 625 Madison Avenue, New York, NY 10022 (hereinafter "**REVSON**"), and **EDENWEST LIMITED**, a company registered in England under number 2444543, with a business address of Unit A-1, Alpha Bldg., Bilton Centre, Walmgate Road, Perivale, Middlesex, UB6 7LR, United Kingdom (hereinafter "**EDENWEST**").

**WHEREAS, REVSON** is the record owner of the trademark and registrations of the mark **HEAD OVER HEELS**, including the word mark itself and a design element as follows: **HEAD OVER HEELS** in the United States, U.S. Registration No. 2067838, **HEAD OVER HEELS & Design with KATAKANA** in Japan, Japan Registration No. 3344235, **HEAD OVER HEELS with Design** in South Africa, South Africa Registration No. 95/10160, and **HEAD OVER HEELS** in the United Kingdom, U. K. Registration No. 2010539, (collectively, the "Trademark") and the goodwill of the business associated solely with the Trademark; and

**WHEREAS, EDENWEST** or its designee wishes to acquire the Trademark from **REVSON** and **REVSON** desires to sell and transfer the Trademark to **EDENWEST** or its designee.

**NOW, THEREFORE**, it is hereby agreed by the parties as follows:

1. For good and valuable consideration paid to **REVSON** by **EDENWEST** or its designee, **REVSON** hereby assigns and transfers unto **EDENWEST** or its designee, forthwith, all of **REVSON's** right, title and interest in and to the Trademark throughout the world, together with any and all goodwill associated solely with the

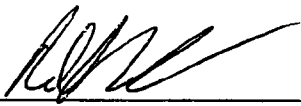
Trademark and all rights to damages or profits, due or accrued arising out of past infringement of the Trademark or injury to said goodwill and the right to sue in EDENWEST's own name.

2. EDENWEST SHALL NOT, IN ANY MANNER, USE THE TRADEMARK "REVLON" OR "ULTIMA II" OR ANY OTHER TRADEMARK OF REVSON OR ITS AFFILIATES OR ANY CONTRACTION, DERIVATIVE OR VARIATION THEREOF, IN ASSOCIATION WITH THE TRADEMARK ASSIGNED HEREUNDER OR OTHERWISE AND EDENWEST ACKNOWLEDGES AND AGREES THAT IT IS NOT ACQUIRING ANY RIGHT, TITLE OR INTEREST OF ANY KIND WHATSOEVER IN THE "REVLON" OR "ULTIMA II" TRADEMARK OR ANY OTHER TRADEMARK OF REVSON OR ITS AFFILIATES OR ANY CONTRACTION, DERIVATIVE OR VARIATION THEREOF, OR REGISTRATIONS THEREFOR, ANYWHERE IN THE WORLD, OTHER THAN THE TRADEMARK ASSIGNED HEREUNDER.


3. REVSON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARK AND ASSOCIATED GOODWILL BEING TRANSFERRED BY IT HEREUNDER TO EDENWEST OR ITS DESIGNEE. EXCEPT AS OTHERWISE SET FORTH IN THE INTELLECTUAL PROPERTY PURCHASE AGREEMENT OF EVEN DATE HERewith BETWEEN THE PARTIES, REVSON TRANSFERS THE TRADEMARK TO EDENWEST OR ITS DESIGNEE, AND EDENWEST OR ITS DESIGNEE ACCEPTS SAID TRADEMARK, ON AN "AS IS" BASIS.

IN WITNESS WHEREOF, this Assignment has been executed as of this 28th day of July, 2000.

**CHARLES REVSON INC.**

By   
\_\_\_\_\_  
Robert K. Kretzman  
Vice President and Secretary  
Date:

**EDENWEST LIMITED**

By   
\_\_\_\_\_  
Name: N R THAXTON  
Title: Director  
Date: 19/5/00.