

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arbonne Holding S.A.		05/05/2004	corporation in liquidation: LUXEMBOURG

RECEIVING PARTY DATA	
Name:	Arbonne International, Inc.
Street Address:	4 Cromwell
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78275772	TRIPLE SHIELD ECHINACEA
Registration Number:	2594925	INNER G-PLEX
Registration Number:	2346124	NUTRIMINC
Registration Number:	2298969	GLORIOUS
Registration Number:	2098295	PUR ACTIVES
Registration Number:	2100274	POC
Registration Number:	2096008	ARBONNE SKIN FITNESS
Registration Number:	1770981	ARBONNE
Registration Number:	1377809	AMIREE
Registration Number:	1773986	BIO-HYDRIA

CORRESPONDENCE DATA

Fax Number: (202)682-3580  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2026823500

CH \$265.00 78275772

Email: jrynkiewicz@kayescholer.com  
Correspondent Name: John P. Rynkiewicz  
Address Line 1: 901 Fifteenth Street, N.W.  
Address Line 2: Kaye Scholer LLP, Suite 1100  
Address Line 4: Washington,, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

37268-0001

NAME OF SUBMITTER:

John P. Rynkiewicz

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Assignment Agreement (this "Assignment") is entered into as of December 1, 2003 by and between Arbonne Holding, S.A., a Luxembourg corporation in liquidation ("Assignor"), with an address of 3 Avenue Pasteur, Luxembourg L-2311, Luxembourg, and Arbonne International, Inc., a Delaware corporation ("Assignee"), with an address of 4 Cromwell, Irvine, California 92618, with respect to the following facts:

WHEREAS, Assignor desires to transfer and assign to Assignee all of the Assignors' legal and beneficial right, title and interest in and to all trademarks, trademark applications and registrations listed on Exhibit A hereto, including all goodwill associated therewith;

NOW, THEREFORE, in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor's legal and beneficial right, title and interest in and to the trademarks, registrations and trademark applications listed on Exhibit A hereto, together with the goodwill of the business associated with such trademarks, registrations and trademark applications.

The rights transferred by this Assignment include the right to bring all legal actions related to the trademarks, registrations and trademark application listed in Exhibit A, including actions for any infringement, whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.

Assignor shall promptly cooperate with and take such further actions and execute all such further assignments, instruments and documents as Assignee requests which are necessary or desirable in order to fully vest legal and beneficial ownership of the trademarks, registrations and trademark application listed in Exhibit A in Assignee.

Assignor hereby agrees that Assignee is hereby authorized as the lawful attorney-in-fact of Assignor, to do any and all acts and deeds and execute and deliver any such assignments, instruments or documents as Assignee may deem requisite, necessary or proper to fully vest in Assignee legal and beneficial ownership of the trademarks, registrations and trademark application listed in Exhibit A, all in Assignor's name and on Assignor's behalf, and Assignor hereby ratifies and confirms that the authority conferred herein is a power-of-attorney that is coupled with an interest, is irrevocable and not subject to termination by Assignor.

This Assignment shall be governed by the internal laws of the State of California without regard to principles of conflicts of law. This Assignment may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

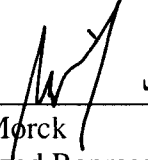
The undersigned agree to have the execution of this Agreement notarized either in the United States or before a duly authorized United States Embassy or Consulate officer

located outside the United States and to attach the foregoing notarization to this Agreement.

*[Remainder of page intentionally left blank. Signature page follows.]*

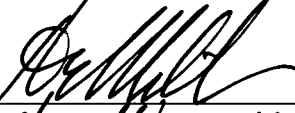
IN WITNESS WHEREOF, the undersigned hereby executes this Assignment as of the date first above written.

ARBONNE HOLDING, S.A.,  
a Luxembourg corporation in liquidation

By:  \_\_\_\_\_  
Petter Mørck  
Authorized Representative

Acknowledged and agreed:

ARBONNE INTERNATIONAL, INC.,  
a Delaware corporation

By:  \_\_\_\_\_  
Name: HAL WILLIAMS  
Its: CFO

STATE OF California )  
 )  
COUNTY OF Los Angeles )

On this 5<sup>th</sup> day of May, 2004 before me personally appeared Petter Morck who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Arbonne Holding, S.A., a Luxembourg corporation in liquidation, who being by me duly sworn did acknowledge and say that he is an authorized officer of Arbonne Holding, S.A., a Luxembourg corporation in liquidation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.



*Marcellina Ellen Hawthorne*  
\_\_\_\_\_  
Notary Public

STATE OF California )  
COUNTY OF Los Angeles )

On this 18 day of June, 2007 before me personally appeared Harold Williams who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Arbonne International, Inc., a Delaware corporation, who being by me duly sworn did acknowledge and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Scott D Krause  
Notary Public



Exhibit A

Trademarks

Trademark Registrations

<u>Current Registration No.</u>	<u>Trademark</u>
2,594,925	Inner G-Plex
2,346,124	Nutriminc
2,298,969	Glorious
2,098,295	Pur Actives
2,100,274	POC
2,096,008	Arbonne Skin Fitness
1,770,981	Arbonne
1,377,809	Amiree
1,773,986	Bio-Hydria

Trademark Applications

<u>Application</u>	<u>Mark</u>
Application filed July 17, 2003 Serial No. 78/275,772	Triple Shield Echinacea