

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	----------------------------------------------

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arbonne International, Inc.		05/05/2004	CORPORATION: UTAH

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

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1951526	ARBONNE BIO-NUTRIA
Registration Number:	1976702	BIO-MATTE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)682-3580
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2026823500
<b>Email:</b>	jrynkiewicz@kayescholer.com
<b>Correspondent Name:</b>	John P. Rynkiewicz
<b>Address Line 1:</b>	901 Fifteenth Street, N.W.
<b>Address Line 2:</b>	Kaye Scholer LLP, Suite 1100
<b>Address Line 4:</b>	Washington,, DISTRICT OF COLUMBIA 20005

<b>ATTORNEY DOCKET NUMBER:</b>	37268-0001
--------------------------------	------------

<b>NAME OF SUBMITTER:</b>	John P. Rynkiewicz
---------------------------	--------------------

**Total Attachments: 6**  
 source=ArbonneUtahAssign\_Page\_1#page1.tif  
 source=ArbonneUtahAssign\_Page\_2#page1.tif

CH \$65.00 1951526

source=ArbonneUtahAssign\_Page\_3#page1.tif  
source=ArbonneUtahAssign\_Page\_4#page1.tif  
source=ArbonneUtahAssign\_Page\_5#page1.tif  
source=ArbonneUtahAssign\_Page\_6#page1.tif

## TRADEMARK ASSIGNMENT

This Assignment Agreement (this "Assignment") is entered into as of December 1, 2003 by and among Arbonne Holding, S.A., a Luxembourg corporation in liquidation ("First Assignor"), with an address of 3 Avenue Pasteur, Luxembourg L-2311, Luxembourg, Arbonne International, Inc., a corporation originally organized under the laws of the State of Utah ("Second 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, the First Assignor owns all of the issued and outstanding stock of the Second Assignor;

WHEREAS, Second Assignor was involuntarily dissolved by the State of Utah on April 1, 1993 (the "Dissolution");

WHEREAS, to the extent all or any legal and/or beneficial right, title or interest in or to the trademarks or registrations listed on Exhibit A hereto (i) is deemed to have been distributed to First Assignor in connection with the Dissolution and/or (ii) has been assigned or transferred by Second Assignor to First Assignor, First Assignor desires to transfer and assign to Assignee all of First Assignor's legal and beneficial right, title and interest in and to all such trademarks and registrations listed on Exhibit A hereto, including all goodwill associated therewith;

WHEREAS, First Assignor and Second Assignor (the "Assignors") desire 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, each Assignor hereby sells, transfers, conveys and assigns to Assignee all of each 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.

Assignors 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. Assignors hereby agree that Assignee is hereby authorized as the lawful attorney-in-fact of Assignors, 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 Assignors' name and on Assignors' behalf, and Assignors hereby ratify and confirm that the authority conferred herein is a power-of-attorney that is coupled with an interest, is irrevocable and not subject to termination by Assignors.

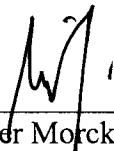
This Assignment shall be governed by the internal laws of the State of California without regard to principles of conflicts of law. This Assignment may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

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.]*

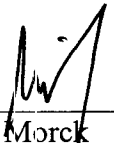
IN WITNESS WHEREOF, the undersigned hereby executes this Assignment as of the date first above written.

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

By:   
Petter Morck  
Authorized Representative

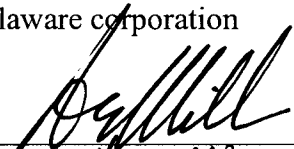
ARBONNE INTERNATIONAL, INC.,  
a corporation originally organized under the  
laws of the State of Utah

By: ARBONNE HOLDING, S.A.,  
a Luxembourg corporation in  
liquidation,  
its successor in interest

By:   
Petter Morck  
Authorized Representative

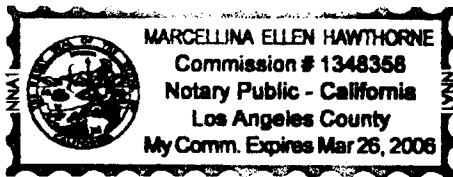
Acknowledged and agreed:

ARBONNE INTERNATIONAL, INC.,  
a Delaware corporation

By:   
Name: HAL WILLIAMS  
Its: CEO

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, and on behalf of Arbonne Holding, S.A., a Luxembourg corporation in liquidation, as successor in interest to Arbonne International, Inc., a corporation originally organized under the laws of the State of Utah, 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 corporations as authorized by the Board of Directors of Arbonne Holding, S.A., a Luxembourg corporation in liquidation, and that he acknowledged said instrument to be the free act and deed of said corporations.

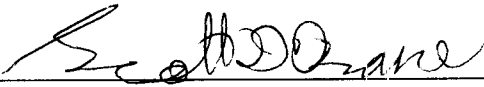


*Marcellina Ellen Hawthorne*  
Notary Public

STATE OF California )  
COUNTY OF Los Angeles )

On this 18 day of June, 2004 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}

  
\_\_\_\_\_  
Notary Public

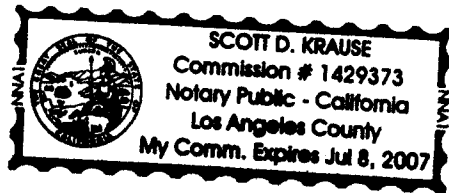


Exhibit A

Trademarks

<u>Registration No.</u>	<u>Trademark</u>
1,951,526	Arbonne Bio-Nutria
1,976,702	Bio-Matte