

03-16-2004

Docket No: 13960-028001

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102695336

Commissioner for Trademarks: Please record.

1. Name of conveying party(ies): 3.12.04 Lush Limited <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation—State <u>England</u> <input type="checkbox"/> Other _____ Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Steelray No. 162 Limited 29 High Street Poole, Dorset, BH15 1AB United Kingdom <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation—State <u>England</u> <input type="checkbox"/> Other _____ If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 18 May 2001									
4. Application number(s) or trademark number(s): A. Trademark Application No(s): B. Trademark No(s): <u>2,282,428; 2,560,622 and 2,629,610</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
5. Name/address of party to whom correspondence concerning document should be mailed: FREDERICK H. RABIN Fish & Richardson P.C. 45 Rockefeller Plaza, Suite 2800 New York, New York 10111		6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR §3.41): \$90 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additionally charges, or any credits to our Deposit Account No. 06-1050.							
DO NOT USE THIS SPACE									
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><u>Frederick H. Rabin</u></td> <td style="width: 40%; text-align: center;"><i>FRH Rabin</i></td> <td style="width: 30%; text-align: right;"><u>9 March 04</u></td> </tr> <tr> <td>Name of Person Signing</td> <td style="text-align: center;">Signature</td> <td style="text-align: right;">Date</td> </tr> </table>				<u>Frederick H. Rabin</u>	<i>FRH Rabin</i>	<u>9 March 04</u>	Name of Person Signing	Signature	Date
<u>Frederick H. Rabin</u>	<i>FRH Rabin</i>	<u>9 March 04</u>							
Name of Person Signing	Signature	Date							
Total number of pages including cover sheet, attachments, and document: 7									

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02 FC:8522

30.00 **DATE OF MAILING BY FIRST CLASS MAIL**

I hereby certify under 37 CFR §1.9(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450.

9 March 2004
Date of Deposit

Maryann White
Signature

MARYANN WHITE
Typed Name of Person Signing Certificate

TRADEMARK
REEL: 002927 FRAME: 0740

DATED 18 May 2001

LUSH LIMITED (1)

and

STEELRAY NO.162 LIMITED (2)

DEED OF ASSIGNMENT

Steele Raymond
Richmond Point
43 Richmond Hill
Bournemouth
Dorset
BH2 6LR
ENGLAND

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TRADEMARK
REEL: 002927 FRAME: 0741

BETWEEN:

- (1) **LUSH LIMITED** a Company registered in England company number 2940032 having its registered office at 29 High Street, Poole, Dorset BH15 1AB (the "Assignor"); and
- (2) **STEELRAY NO.162 LIMITED** a Company registered in England company number 4150230 having its registered office at 29 High Street, Poole, Dorset, BH15 1AB (the "Assignee").

WHEREAS:

- (A) The Assignor has in the course of its business developed and devised various intellectual property rights relating to the manufacture and sale in connection with the "Lush" brand of fresh and handmade cosmetics, soaps, shampoos, bathing products, oils and similar products including patents, trade marks, trade names, domain names, registered and unregistered design rights, know how, copyrights, technical and confidential information comprising secret processes, formulae recipes and operating and testing procedures ("IPRs");
- (B) The Assignor is a wholly owned subsidiary of the Assignee and it has been agreed that the IPRs, the benefit of the Applications and Registrations referred to below and all those tangible assets relating to the development of the IPRs listed in Appendix IV will be assigned to the Assignee as part of a restructuring of the operations of the Assignor;
- (C) There are subsisting registrations and applications in respect of certain of the IPRs in the name of the Assignor. These registrations and applications are listed in the Appendix I to this Deed and include patents, trade marks and domain names (the "Applications and Registrations");
- (D) It has been agreed that until recorded in the name of the Assignee the Applications and Registrations will be held on trust by the Assignor for the benefit of the Assignee on the terms of this Deed;
- (E) The Assignor has entered into various licence agreements relating to the IPRs listed in Appendix II to this Deed (the "Licence Agreements");
- (F) The IPRs are to be transferred to the Assignee subject to the Licence Agreements and subject to the grant to the Assignor by the Assignee on or the execution hereof of a Licence relating to the IPRs in the form annexed in Appendix III ("the Master Licence").

NOW IT IS HEREBY AGREED THAT:

1. The Assignor hereby assigns and transfers to the Assignee the full and exclusive benefit of the IPRs and all rights privileges and advantages appertaining together with:
 - (a) the benefit of the Licence Agreements;
 - (b) the right to recover and take all such proceedings as may be necessary for the recovery of damages or other form of relief in respect of all infringements of the IPRs whether taking place before or after the date of this Assignment;
 - (c) the rights set out in clauses 2 and 3 below; and
 - (d) the equipment relating to the development of the IPRs listed in Appendix IV.
2. Where this Assignment alone is not effective to transfer the legal title of the Applications and Registrations on the grounds that the necessary formalities and records have not been effected the Assignor shall hold the legal title to the IPRs which are the subject of the Applications and Registrations on trust for the benefit of the Assignee until all necessary formalities and records have been effected.
3. The Assignor hereby covenants that at the request and expense of the Assignee it shall at any time in the future promptly execute any document and do all such instruments or things as the Assignee may require to enable the Assignee or its assigns to become registered as the proprietor of the legal title to the IPRs and to secure the full benefit of the rights hereby assigned and to progress the Applications.
4. The Assignee hereby further covenants to observe and perform any obligations imposed on the Licensor under the Licence Agreement as if the Assignee were the Licensor thereunder.
5. The Assignee hereby irrevocably appoints the Assignor as its Attorney in its name and on its behalf to execute and do any instrument or thing as may be required by the Assignee to enable the Assignee to secure the full benefit of the rights hereby assigned. The Assignee may appoint Cosmetic Warriors Limited as a substitute attorney. Such appointment shall be in writing and signed by the Assignee. If so appointed as a substitute attorney, Cosmetic Warriors Limited shall have full powers as an attorney as if appointed by this clause except that it shall not have this power to appoint a substitute. A certificate in writing in favour of any third party signed by any Director or Secretary of the Assignee (or of Cosmetic Warriors Limited if appointed as a substitute attorney) that

any instrument or act falls within such authority shall be conclusive evidence that such is the case.

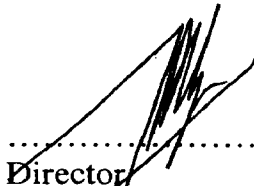
6. The Assignee shall indemnify the Assignor for all costs and expenses which the Assignor incurs after the date of this Assignment in respect of registering, renewing and defending the Applications and Registrations.
7. If the Assignor learns of any infringement or threatened infringement of the IPRs or of any action detrimental to the IPRs or of any third party allegation that the IPRs are liable to cause deception or confusion to the public the Assignor shall forthwith and without delay notify the Assignee giving full particulars of such circumstances and the Assignor shall make no comment or admission to any third party in respect of such circumstances.
8. The Assignor will at the request and expense of the Assignee give full cooperation to the Assignee (including the provision of documentation and making relevant people available) in any action, claim or proceedings brought or threatened in respect of the IPRs.
9. If the Assignee is unable to bring or defend proceedings in respect of the IPRs which are the subject of the Applications and Registrations because the Assignee is not the registered proprietor of the Applications and Registrations or for any other reason the Assignor will at the request and expense of the Assignee allow action to be brought or defended in the name of the Assignor provided that if the Assignor so requests, the Assignee will provide adequate security for sums for which the Assignor could potentially become liable for as a result of or in connection with such proceedings.
10. If the Assignor becomes involved in proceedings at the request of the Assignee pursuant to clause 9 above:
 - (i) the Assignee will indemnify the Assignor for all costs and expenses incurred as a result of or in connection with such proceedings and will pay any judgements or awards made against the Assignor as a result of such proceedings;
 - (ii) if the Assignor receives the proceeds of any pecuniary remedy whether in respect of damages, compensation or costs as a result of such proceedings the Assignor agrees that such sums are received by it as trustee and in so far as such sums are actually received the Assignor agrees that such sums shall be paid to the Assignee upon the Assignee's request.
11. This Assignment shall be governed by and construed and interpreted in accordance with the laws of England and Wales and the parties submit

to the jurisdiction of the Courts of England and Wales for all purposes connected with this Assignment.


- 12. The parties will immediately following the execution hereof execute and complete the Master Licence.

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written.

EXECUTED AS A DEED by
LUSH LIMITED
 acting by two Directors or
 a Director and the Secretary

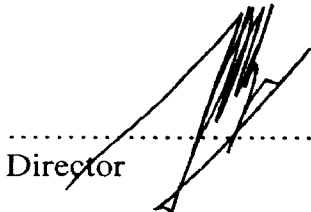


 Director




 Director/Secretary

EXECUTED AS A DEED by
STEELRAY NO.162 LIMITED
 acting by two Directors or
 a Director and the Secretary



 Director



 Director/Secretary

Mark:	BALLISTIC																		
ID	4503	Country	United States	Classes	3	Reg. Owner	Lush Ltd	App. #	75/535,140	App. Dt	13/08/1998	Reg. #	2629610	Reg. Dt	08/10/2002	Allow. Dt		ITU	No

Mark:	BUBBLE BAR																		
ID	6488	Country	United States	Classes	3	Reg. Owner	Lush Ltd	App. #	76/084930	App. Dt	07/07/2000	Reg. #	2560622	Reg. Dt	09/04/2002	Allow. Dt		ITU	No

Mark:	LUSH																		
ID	5801	Country	United States	Classes	3, 5	Reg. Owner	Lush Ltd	App. #	75/247408	App. Dt	25/02/1997	Reg. #	2,282,428	Reg. Dt	05/10/1999	Allow. Dt		ITU	No