

03-16-2004

Docket No: 13960-028001

RECC

T



Commissioner for Trademarks: Please record the

102695337

1. Name of conveying party(ies):

Steelray No. 162 Limited

- ☐ Individual(s)
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State England
☐ Other _____

Additional name(s) attached? ☐ Yes ☒ No

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

Cosmetic Warriors Limited
 29 High Street
 Poole, Dorset BH15 1AB
 United Kingdom

- ☐ Individual(s) Citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State England
☐ Other _____

If the assignee is not domiciled in the United States, a domestic representative designation is attached. ☒ Yes ☐ No

Additional names/addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other: _____

Execution Date: 23 May 2001

4. Application number(s) or trademark number(s):

A. Trademark Application No(s):

B: Trademark No(s):

2,282,428; 2,560,622 and 2,629,610Additional numbers attached? ☐ Yes ☒ 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

- ☒ Enclosed
☐ 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: *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.*

Frederick H. Rabin

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 10

30181192.doc

03/15/2004 MBETACHE 00000046 2282428

01 FC:6521
 02 FC:6522

40.00 OP
 DATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(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

Signature

MARYANN WHITE

Typed Name of Person Signing Certificate

TRADEMARK
 REEL: 002931 FRAME: 0577

DATED 23 May 2001

STEELRAY NO.162 LIMITED (1)

and

COSMETIC WARRIORS LIMITED (2)

and

LUSH LIMITED (3)

DEED OF ASSIGNMENT

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

\\Wpdc\ClientFiles\4000\4466\015\docs\EG-SW-DeedAssign-162-CWL-LL-010514-V3.doc

TRADEMARK
REEL: 002931 FRAME: 0578

DEED OF ASSIGNMENT dated the *23rd* day of *may* 2001

BETWEEN:

- (1) **STEELRAY NO.162 LIMITED** a Company registered in England company number 4150230 having its registered office at 29 High Street, Poole, Dorset, BH15 1AB ("No.162");
- (2) **COSMETIC WARRIORS LIMITED** a Company registered in England company number 4165681 having its registered office at 29 High Street, Poole, Dorset BH15 1AB ("CWL"); and
- (3) **LUSH LIMITED** a Company registered in England company number 2940032 having its registered office at 29 High Street, Poole, Dorset BH15 1AB ("Lush").

WHEREAS:

- (A) This Deed of Assignment is supplemental to:
 - (i) A deed of assignment dated *18 may* 2001 made between (1) Lush and (2) No.162 (the "First Assignment"); and
 - (ii) A licence agreement dated *18 may* 2001 made between (1) Lush and (2) No.162 (the "Master Licence"); and
 - (iii) A liquidation agreement dated *23 may* 2001 made between the Shareholders of No.162 (1); the Directors of No.162 (2); No.162 (3); Mr D Stringer (4); Lush Cosmetics Limited (5); and CWL (6) relating to the liquidation of No.162. (the "Liquidation Agreement").
- (B) Under the terms of the Liquidation Agreement the intellectual property rights transferred to No.162 under the First Assignment are to be transferred to CWL.
- (C) Upon the transfer of the intellectual property rights to CWL, No.162 wishes to be released and discharged from any continuing obligations upon it in respect of the First Assignment upon CWL's undertaking to perform the obligations contained in the First Assignment and to be bound by the terms of the First Assignment.
- (D) Upon the transfer of the intellectual property rights to CWL, No. 162 wishes to be released and discharged from the Master Licence and Lush has agreed to release and discharge No. 162 upon CWL's undertaking to perform the obligations contained in the Master Licence and to be bound by the terms of the Master Licence.

- (E) An amendment is to be incorporated into the Master Licence immediately after its assignment to Cosmetic Warriors Limited.

NOW IT IS HEREBY AGREED THAT:

1. No.162 hereby assigns the Intellectual Property Rights as defined in the First Assignment to CWL and transfers to CWL all its title to the equipment listed in the Appendix hereto.
2. No.162 hereby assigns the Master Licence to CWL.
3. Upon the assignment in clause 1 above and with effect from the date of this Agreement:
 - (1) CWL undertakes to be bound by the terms of the First Assignment in every way as if CWL were party to the First Assignment in lieu of No.162.
 - (2) Lush releases and discharges No. 162 from all claims and demands whatever in respect of the First Assignment and accepts the liability of CWL under the First Assignment in lieu of the liability of No. 162 and agrees to be bound by the terms of the First Assignment in every way as if CWL were named in the First Assignment as a party in place of No.162.
4. Upon the assignment in clause 2 above and with effect from the date of this Agreement:
 - (1) CWL undertakes to be bound by the terms of the Master Licence in every way as if CWL were party to the Master Licence in lieu of No.162.
 - (2) Lush releases and discharges No. 162 from all claims and demands whatever in respect of the Master Licence and accepts the liability of CWL under the Master Licence in lieu of the liability of No. 162 and agrees to be bound by the terms of the Master Licence in every way as if CWL were named in the Master Licence as a party in place of No.162.
5. Immediately after the assumption by CWL of the Master Licence under Clause 4 above, the following amendments shall be incorporated into the Master Licence:
 - (i) A new Clause 12 shall be added to the Master Licence as follows:
 12. **RIGHT TO PURCHASE THE INTELLECTUAL PROPERTY**
 - 12.1 In this Clause:

"Relevant Event" means one or more of the following:

- (a) the Licensee becomes entitled to terminate this Agreement upon any of the grounds in Clause 10.2 of this Agreement;
- (b) the assignment or licensing by the Licensor of all or any of the Intellectual Property Rights to any third party without the prior written approval of the Licensee;
- (c) any change of control of the Licensor under Clause 10.3 of this Agreement which is not approved in writing in advance by the Licensee.

"the Specified Price" means a sum equal to the total Licence Fee paid or payable by the Licensee to the Licensor and falling due for payment in the 24 months prior to the Relevant Event.

12.2 The Licensee shall be entitled at any time within six months after the occurrence of a Relevant Event to purchase the Intellectual Property Rights (subject to this Agreement) from the Licensor at the Specified Price. Such right shall be exercisable by the Licensee serving on the Licensor a written notice of exercise of the right to purchase, referring specifically to this Clause and stating details of the Relevant Event following which it is exercised. Provided that it is served in accordance with this Clause, such notice shall constitute a binding contract for the sale to the Licensee of the Intellectual Property Rights (subject to the provisions of this Agreement) which shall be completed at the offices of the Licensor 28 days after receipt of such notice (or on the next business day if the date of receipt is not a business day) when;

- (a) the Licensee shall pay the Specified Price to the Licensor by bankers' draft; and
- (b) the Licensor shall execute and deliver to the Licensee such assignments, applications, certificates, registrations or other documents as the Licensee may request (at the Licensee's expense) in order to vest the Intellectual Property in the Licensee.

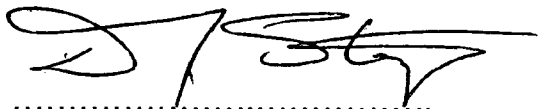
12.3 Following the occurrence of events in Clause 12.2 a) and b), the Licensor shall at the Licensee's expense execute and deliver to the Licensee and do such acts as the Licensee may from time to time reasonably request to vest the full benefit

of and title to the Intellectual Property Rights in the Licensee.

- (ii) Existing Clause 12 shall be re-numbered as Clause 13.
6. A re-stated version of the Master Licence subsequent to its assignment and amendment under this Deed of Assignment shall be produced and signed by CWL and Lush.

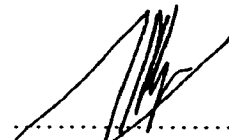
IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written.

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


.....
Director LIQUIDATOR.

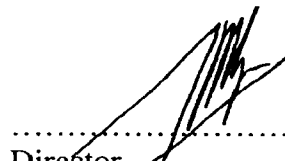
.....
Director/Secretary

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


.....
Director


.....
Director/Secretary

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


.....
Director


.....
Director/Secretary

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

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

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

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : Cosmetic Warriors
Limited
Registration No. 2,629,610
Reg. Date: 10/08/2002
Serial No. : 75/535,140
Filed : 08/13/1998
Mark : BALLISTIC

DESIGNATION OF DOMESTIC REPRESENTATIVE

The firm of

Fish & Richardson P.C.
225 Franklin Street
Boston, Massachusetts 02110-2804

is designated as Registrant's representative upon whom notices or process in proceedings affecting the mark may be served.



Frederick H. Rabin
Attorney for Registrant

New York, New York
9 March 2004

30181195.doc

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

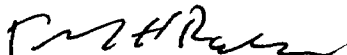
Registrant : Cosmetic Warriors
Limited
Registration No. 2,560,622
Reg. Date: 04/09/2002
Serial No. : 76/084,930
Filed : 07/07/2000
Mark : BUBBLE BAR

DESIGNATION OF DOMESTIC REPRESENTATIVE

The firm of

Fish & Richardson P.C.
225 Franklin Street
Boston, Massachusetts 02110-2804

is designated as Registrant's representative upon whom notices or process in proceedings affecting the mark may be served.



Frederick H. Rabin
Attorney for Registrant

New York, New York
9 March 2004

30181199.doc

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

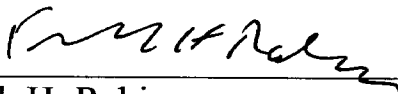
Registrant : Cosmetic Warriors
Limited
Registration No. 2,282,428
Reg. Date: 10/05/1999
Serial No. : 75,247,408
Filed : 02/25/1997
Mark : LUSH

DESIGNATION OF DOMESTIC REPRESENTATIVE

The firm of

Fish & Richardson P.C.
225 Franklin Street
Boston, Massachusetts 02110-2804

is designated as Registrant's representative upon whom notices or process in proceedings affecting the mark may be served.



Frederick H. Rabin
Attorney for Registrant

New York, New York
9 March 2004

30181200.doc