

**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
INDOLA COSMETCIS B.V.		06/03/2004	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA	
Name:	Henkel KGaA
Street Address:	Henkelstrasse 67
City:	Duesseldorf D-40191
State/Country:	GERMANY
Entity Type:	Partnership Limited by Shares: GERMANY

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2164519	CRINOVAL
Registration Number:	591393	INDOLA
Serial Number:	78257673	INDOLA
Registration Number:	1477284	INDOLA
Serial Number:	78257665	INDOLA DESIGNER
Serial Number:	78257670	INNOVA
Serial Number:	78257669	PROFESSION
Serial Number:	78126589	WIPEOUT

CORRESPONDENCE DATA	
Fax Number:	(610)270-8193
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	nicole.fulton@us.henkel.com
Correspondent Name:	Christel Emerson
Address Line 1:	2200 Renaissance Blvd
Address Line 2:	The Triad, Suite 200
Address Line 4:	Gulph Mills, PENNSYLVANIA 19406

CH \$215.00 2164519

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Nicole M. Fulton

**Total Attachments: 6**

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DATED June 3, 2004

**INDOLA COSMETICS B.V.**

and

**HENKEL KGaA**

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**TRADE MARK ASSIGNMENT**

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**Baker & McKenzie**  
100 New Bridge Street  
London  
EC4V 6JA  
Tel: (020) 7919 1000  
Fax: (020) 7919 1999  
Ref: CKM/RZC

*B*

## TRADE MARK ASSIGNMENT

**DATE:**

**BETWEEN:**

- (1) **INDOLA COSMETICS B.V.**, a company incorporated in Rijswijk, the Netherlands with registered number 27016609 whose registered office is at (2288 EM) Verrijn Stuartlaan 42b, Rijswijk, the Netherlands ("Assignor");  
and
- (2) **HENKEL KGaA**, a company incorporated under the laws of Germany whose registered office is at Henkelstrasse 67, D-40191, Dusseldorf ("Assignee").

**RECITALS:**

- (A) The Assignor is the owner of the trade mark registrations and applications set out in the Schedule (the "Trade Marks").
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee in accordance with the terms and conditions of this Assignment.

**IT IS AGREED AS FOLLOWS:**

### 1. ASSIGNMENT

1.1 In consideration of the sum of £1.00 paid by the Assignee to the Assignor (receipt of which is hereby acknowledged by the Assignor) the Assignor hereby assigns to the Assignee, all its rights, title and interest in the Trade Marks, together with the right to sue for and obtain full and effective relief in respect of every act of infringement of the Trade Marks occurring prior to the date of this Assignment.

**2. FURTHER ASSURANCE**

2.1 The Assignor agrees at the request and cost of the Assignee that it will at all times after the date of this Assignment do all acts and execute all documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee by this Assignment (including without limitation assistance with recordal of this Assignment at the relevant public registries) and to assist in the resolution of any queries from the Assignee concerning the Trade Marks.

**3. GOVERNING LAW**

3.1 This Assignment and the relationship between the parties shall be governed by, and interpreted in accordance with English Law and the parties hereto submit to the non-exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising hereunder.

**4. GENERAL**

4.1 This Assignment may be executed in one or more counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Assignment but all counterparts shall together constitute one and the same instrument.

4.2 Unless otherwise indicated, the parties shall bear their own costs in performing or otherwise discharging their respective obligations under this Assignment.

4.3 No person other than a party to this Assignment shall be entitled to enforce any term of it and the parties expressly agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Assignment.

**IN WITNESS** whereof this agreement has been executed by the duly authorised representative of the parties the day and year first written above.



**SCHEDULE**  
**Trade Marks**

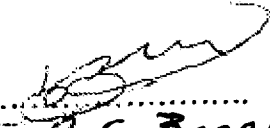
Mark	Registration No. Application No. if	Class	Jurisdiction	Status
WIPEOUT	776987	3	ALBANIA	Registered
AIROPERM	292101	3,7,8,9	ALGERIA	Registered
INDELLE	285997	3	ALGERIA	Registered
INDOLA	38046	3,7,9,11	ALGERIA	Registered
INDOLA + DESIGN	497020	3	ALGERIA	Registered
SILKURE	496174	3	ALGERIA	Registered
WIPEOUT	776987	3	ALGERIA	Registered
INDOLA	1854471	3	ARGENTINA	Registered
INDOLA + DESIGN	2082032	3	ARGENTINA	Pending
INDOLA	7246	3	ARMENIA	Registered
WIPEOUT	776987	3	ARMENIA	Registered
BRUSH ART	788580	3	AUSTRALIA	Registered
CRINOVAL	514968	3	AUSTRALIA	Registered
INDOLA	361352	11	AUSTRALIA	Registered
INDOLA	361349	8	AUSTRALIA	Registered
INDOLA	361350	9	AUSTRALIA	Registered
INDOLA	361348	7	AUSTRALIA	Registered
INDOLA	361351	10	AUSTRALIA	Registered
INDOLA + DESIGN (old logo)	426873	3	AUSTRALIA	Registered
INDOLA BRUSH OUT	509966	3	AUSTRALIA	Registered
INDOLA DESIGNER	436744	3	AUSTRALIA	Registered
INDOLA EFFECTS	878777	3	AUSTRALIA	Registered
INDOLAIR	305856	7	AUSTRALIA	Registered
INDOLIS	452927	3	AUSTRALIA	Registered
INDOSTYLE	259307	3	AUSTRALIA	Registered
INNOVA	858244	3	AUSTRALIA	Pending

Mark	Registration No. (Application No. if not yet registered)	Class	Jurisdiction	Status
INDOLA INNOVA + DESIGN (Color Claim)	2194814B	3	UNITED KINGDOM	Registered
INDOLA KERATINOL	B895888	3	UNITED KINGDOM	Registered
INDOLA NATURACID	1003529	3	UNITED KINGDOM	Registered
INDOLA NYMPHELLE	1413526	3	UNITED KINGDOM	Registered
INDOLA RAPID COLOUR	1231238	3	UNITED KINGDOM	Registered
INDOSTYLE	993143	3	UNITED KINGDOM	Registered
INNOVA MIRACLE PAC	2284481	3	UNITED KINGDOM	Registered
RANI	784879	3	UNITED KINGDOM	Registered
RAVE GEL	2287333	3	UNITED KINGDOM	Registered
SILKURE	B1243418	3	UNITED KINGDOM	Registered
SILKWAVE	2149971	3	UNITED KINGDOM	Registered
TOURELLE	989064	3	UNITED KINGDOM	Registered
VALORE	2142453	3	UNITED KINGDOM	Registered
WIPE OUT	2205024	3	UNITED KINGDOM	Registered
CRINOVAL	2164519	5	USA	Registered
INDOLA	591393	3	USA	Registered
INDOLA	78/257673	3	USA	Pending
INDOLA + DESIGN	1477284	3	USA	Registered
INDOLA PROFESSION		3	USA	Pending
INDOLA DESIGNER	78/257665	3	USA	Pending
INNOVA	78/257670	3	USA	Pending
PROFESSION	78/257669	3	USA	Pending
WIPEOUT	78/126589	3	USA	Pending
INDOLA	213431	3a	URUGUAY	Registered
INDOLA + DESIGN	207833	3	URUGUAY	Registered
INDOLA	MGU20020528	3	UZBEKISTAN	Instructed
WIPEOUT	776987	3	UZBEKISTAN	Registered
INDOLA	74252-F	6	VENEZUELA	Registered



**SIGNED by**  
for and on behalf of  
**INDOLA COSMETICS B.V.**

)  
)  
)

Signature:   
Print Name: *R. C. Boerlage*  
Print Position: *director*

**SIGNED by**  
for and on behalf of  
**HENKEL KGaA**

)  
)  
)

Signature:.....  
Print Name:.....  
Print Position:.....

