

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fabulous Age Limited		01/15/1999	COMPANY:
RECEIVING PARTY DATA			
Name:	Britannic Import/Export Limited		
Street Address:	88 Kingsway Holborn		
City:	London WC2B 6 AW		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	877529	HAI KARATE	
Registration Number:	2111518	HAI KARATE	
CORRESPONDENCE DATA			
Fax Number:	(312)554-8015		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ssarwate@pattishall.com		
Correspondent Name:	Sanjiv Sarwate		
Address Line 1:	311 S. Wacker Drive, Suite 5000		
Address Line 4:	Chicago, ILLINOIS 60606		
DOMESTIC REPRESENTATIVE			
Name:	Sanjiv Sarwate		
Address Line 1:	311 South Wacker Drive, Suite 5000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Sanjiv Sarwate		
Signature:	/Sanjiv Sarwate/		

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TRADEMARK

Date:

05/25/2005

Total Attachments: 6

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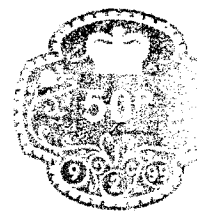
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THIS DEED IS made this 15th day of January 1999
BETWEEN:



- 1 FABULOUS AGE LIMITED, a Company incorporated in the Isle of Man, with its registered office at Marrinagh, Ballajora, Maughold, Isle of Man, IM7 1AZ ("the Assignor")
- 2 SHIRLEY JONES & ASSOCIATES LIMITED whose registered office is at Unit C The Courtyard Dovers Farm Lonesome Lane Reigate Surrey ("SJA")
- 3 BRITANNIC IMPORT/EXPORT LIMITED whose registered office is at 88 Kingsway Holborn London WC2B 6 AW ("the Assignee")

WHEREAS

- A SJA is the beneficial owner of the Trade Marks (the "Trade Marks") listed in the attached Schedules numbered 1 to 6 ("the Schedules")
- B The Assignor acted as a nominee on behalf of SJA in entering into an Assignment ("the MIL Assignment") dated 21 April 1997 with Miners International Limited ("MIL") and in subsequently registering certain of the Trade Marks in the name of the Assignor as identified on the attached Schedules numbered 1 to 5
- C The Trade Marks listed on Schedule 6 were not acquired from MIL and have been applied for and registered in the name of the Assignor as nominee for SJA
- D MIL acquired its interest in certain of the Trade Marks by virtue of an assignment dated 16 May 1995 from Unilever PLC and Unilever NV ("Unilever" which expression shall include references to either or both of them)

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THIS STAMP IS CANCELLED

26/11/03-EUR



- E Certain Trade Marks as identified on the Schedules are currently registered in the names of MIL or UNILEVER, the change of ownership pursuant to the said Assignments not yet having been recorded.
- F The parties have agreed that the Assignee shall now act as the nominee of SJA in place of the Assignor

IT IS AGREED as follows:

- 1 The Assignor hereby acknowledges and declares that it has at all times held its right title and interest in the Trade Marks and the rights arising under the MIL Assignment on trust absolutely for the Assignee
- 2 The Assignor at the direction of SJA hereby irrevocably assigns, transfers and conveys unto the Assignee (or such entity as the Assignee shall direct), its successors and assigns, all its right, title, and interest in and to the Trade Marks including the benefit but subject to the burden of the MIL Assignment
- 3 The Assignee acknowledges and declares that it will from the date hereof hold its right title and interest in the Trade Marks and the rights arising under the MIL Assignment on trust absolutely for SJA.
- 4 This Agreement represents an omnibus assignment of all registrations of Trade Marks identified in the Schedules.
- 5 (e) The Assignor agrees that at the request of the Assignee it will prepare separate Confirmatory Assignments for each country in a form required by that country and at the Assignee's expense.

- (b) The Assignor agrees that where Trade Marks set forth in the Schedules stand in the name of Unilever or MIL, the Assignor will at the request and cost of the Assignee promptly execute all instruments and documents, and take all further action that may be reasonably necessary and within its power in order to perfect the transfer of Trade Marks to the Assignor, and from the Assignor to the Assignee and without prejudice to the generality of the foregoing the Assignor agrees that it will notify MIL and Unilever of this assignment and request them to deal with the Trade Marks that may be registered in their respective names as the Assignee may request.
- (c) The Assignor agrees that where, at the date of this Agreement, Trade Marks listed in the Schedules are still registered in the name of Unilever or MIL, it shall permit the Assignee's title to the Trade Mark(s) in any given country to be perfected by confirmatory assignment from Unilever or MIL directly to the Assignee, without any intermediate assignment to the Assignor, where the laws of the country in question permit.
- 6 All costs of recording any confirmatory assignments shall be borne by the Assignee.
- 7 This Agreement shall inure to and be binding upon the parties hereto, their heirs, successors and assigns.
- 8 If any provision of this Agreement is in violation of any Federal or National statute or law, such provision shall be severed and shall not affect the validity of the remaining provisions and the parties shall negotiate about a good faith amendment of this Agreement in line with the spirit of this Agreement.

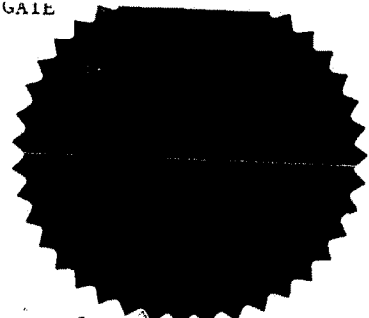
9 Any changes or modifications of the terms of the Deed must be in writing and signed by both parties.

10 This Agreement between the parties shall be governed by and construed in accordance with the laws of England and the parties hereto hereby submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS this Deed has been duly executed and delivered by the parties on the date set out at the head of this Agreement

The Common Seal of
FABULOUS AGE LIMITED
was hereunto affixed in the presence of

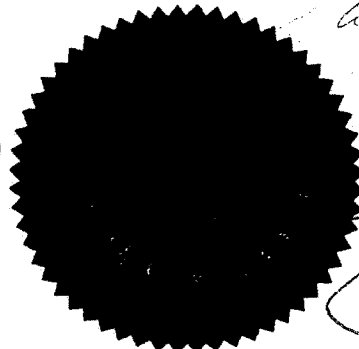
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Christine Patten
(Director)

The Common Seal of
SHIRLEY JONES & ASSOCIATES LIMITED
was hereunto affixed in the presence of

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John P. ...
(Director)
J. Whibeine

Executed and Delivered as a Deed by
BRITANNIC IMPORT/EXPORT LIMITED
Acting by *Ricardo*.....and
JOSE ALBERTO OLIVERA

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J. Manuel ...
Jose Alberto ...

Country	Mark	Reg. No.	Reg. Proprietor	Class	Renewal Date
Venda	KIKU word	68/4331	Unilever PLC	03	23.03.1999*
Venezuela	KIKU container	79024-F	Unilever N.V.	06 (N)	13.05.2005
Zambia	KIKU word	467/91	Unilever PLC	03	26.12.1998

SCHEDULE 3 - Trade Mark HAI KARATE - Worldwide

Country	Mark	Reg. No.	Reg. Proprietor	Class	Renewal Date
Ire	HAI KARATE	*162951	Milners Make Up Ltd	03	15.06.2001
United Kingdom	HAI KARATE	B956463	Fabulous Age Limited	03	10.03.2005
United Kingdom	HAI KARATE	B956464	Fabulous Age Limited	05	10.03.2005
United Kingdom	HAI KARATE	1575666	Fabulous Age Limited	03	16.06.2001
U.S.A.	HAI KARATE	2111518	Fabulous Age Limited	03	
U.S.A.	HAI KARATE	877529	Fabulous Age Limited	51	23.9.2009

SCHEDULE 4 - Trade Mark CORVETTE - Worldwide

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