

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
Mr. Ardell H. Nelson		05/17/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Essensuals Group Limited		
Street Address:	Innovia House, Marish Wharf		
Internal Address:	St. Mary's Road		
City:	Middlegreen, Slough		
State/Country:	UNITED KINGDOM		
Postal Code:	SL3 6DA		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2198699	ESSENSUALS	
CORRESPONDENCE DATA			
Fax Number:	(212)688-2870		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-753-7500		
Email:	dresnick@hartmancraven.com		
Correspondent Name:	Debra I. Resnick		
Address Line 1:	488 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
DOMESTIC REPRESENTATIVE			
Name:	Debra I. Resnick		
Address Line 1:	488 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		

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NAME OF SUBMITTER:	Debra Resnick
Signature:	/debra resnick/
Date:	07/12/2005
Total Attachments: 9 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif source=assignment#page7.tif source=assignment#page8.tif source=assignment#page9.tif	

TRADE MARK ASSIGNMENT

THIS AGREEMENT is made on

2005

BETWEEN:

- (1) **ESSENSUALS GROUP LIMITED** (company number 03468707) of Innovia House, Marish Wharf, St Mary's Road, Middlegreen, Slough SL3 6DA, England ('**EGL**'); and
- (2) **ARDELL H. NELSON** of Canyon Ranch, Vanderpool, Texas 78885, US ('**Nelson**').

BACKGROUND

- (A) Nelson is the registered proprietor of the trade mark 'ESSENSUALS' details of which are shown in Part 1 of Schedule 1 ('**ESSENSUALS Trade Mark**').
- (B) EGL is the applicant for registration of the trade mark 'ESSENSUALS' details of which are shown in Part 2 of Schedule 1 ('**EGL Trade Mark**').
- (C) A dispute has arisen in the US between Nelson and EGL in relation to their respective use of the name 'ESSENSUALS'.
- (D) In order to resolve the dispute, Nelson and EGL wish to enter into this Agreement.

AGREED TERMS

ASSIGNMENT OF THE CANYON TRADE MARK

1. In consideration of EGL's payment in clause 9 and subject to the provisions of Section 9 below, Nelson hereby assigns to EGL all and any rights in and to the ESSENSUALS Trade Mark including without limitation the registration associated with the ESSENSUALS Trade Mark and any common law rights and all the goodwill attaching to the ESSENSUALS Trade Mark, which assignment is subject to a security interest in and to the ESSENSUALS Trade Mark including without limitation the registration associated with the ESSENSUALS Trade Mark and the common law rights and all goodwill attaching to the ESSENSUALS Trade Mark, which security interest shall be retained by Nelson [REDACTED] described in paragraph 9 below.

2. This assignment shall include the right for EGL to bring proceedings against any third party in respect of the ESSENSUALS Trade Mark (including proceedings against any third party for infringement of the ESSENSUALS Trade Mark or for passing off or for otherwise infringing the rights of Nelson in the ESSENSUALS Trade Mark). Nelson agrees and undertakes to provide to EGL (at EGL's request and cost) all reasonable assistance with any proceedings which may be brought by EGL against any third party in relation to the ESSENSUALS Trade Mark.
3. Nelson covenants that at the cost and request of EGL at any time and from time to time it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment. In particular, but without limitation, Nelson will provide any necessary consents or other documents which are required by EGL to facilitate the registration of the EGL Trade Mark and will sign and return to EGL the letter of consent in the form set out in Schedule 2 to this Agreement on signature of this Agreement.
4. EGL covenants that at the cost and request of Nelson at any time and from time to time it shall execute such documents and do such acts or things as may be necessary or desirable to give effect to Nelson's security interest in and to the ESSENSUALS Trade Mark. In particular, but without limitation, EGL will execute confirmatory documents which will facilitate the recordal and enforcement of Nelson's security interest. EGL also covenants that it shall, at its expense and until Nelson has received the entire US\$220,000 in payments described in paragraph 9 below, (i) maintain the registration associated with the ESSENSUALS Trade Mark in full force and effect, and (ii) not allow the registration associated with the ESSENSUALS Trade Mark to lapse, fail to be renewed, or otherwise become abandoned or suffer any diminution in value for any reason.

USE OF THE ESSENSUALS MARK BY CANYON

6. As from the date of this Agreement, Nelson agrees not to use 'ESSENSUALS' or any mark or name which is confusingly similar to 'ESSENSUALS' in the US in respect of Hairdressing Goods and Services (including, without limitation, use as a trade name, company name or domain name) nor shall it authorise or encourage any third party to do so.
7. For the purposes of this Agreement, '**Hairdressing Goods and Services**' means (a) skin care products, namely skin moisturizers and skin cleansers, and hair shampoos; (b) the provision of training and instruction in hairdressing; educational services relating to hair and hairdressing; arranging and conducting of conferences and exhibitions relating to hair and hairdressing; demonstrations of hairdressing; and

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TRADEMARK

REEL: 003119 FRAME: 0737

production of shows, films and videos relating to hair and hairdressing; and
(c) hairdressing services; hairdressing salon services; beauty salon services;
information services relating to hair and hairdressing; professional consultancy services
relating to hair and hairdressing; rental of apparatus and instruments for beauty salons
and hairdressers.

8. Nelson agrees not to oppose, apply to cancel or otherwise challenge any use or
application / registration of marks incorporating ESSENSUALS in respect of Hairdressing
Goods and Services by EGL or its associated companies or licensees in the US.

PAYMENT

9. In consideration for the assignment of the ESSENSUALS Trade Mark to EGL, EGL agrees
to pay to Nelson as follows:

Sum (US\$):

[REDACTED]

[REDACTED]

[REDACTED]

Date Payable:

On the latest of: (i) the date of signature of
this Agreement by Nelson; or (ii) the date of
receipt by EGL of the signed letter from
Schedule 2, as referred to in clause 3 above

Six months after the date of signature of this
Agreement by Nelson

Twelve months after the date of signature of
this Agreement by Nelson

These sums are inclusive of any relevant taxes. In the event that EGL fails to make
any of the payments specified herein in a timely fashion or is in breach of any of its
other obligations under this Agreement, EGL agrees that, on the written request of
Nelson, it shall promptly and at its own expense:

- 9.1 assign to Nelson (a) all and any rights in and to the ESSENSUALS Trade Mark
including any common law rights and all the goodwill attaching to the
ESSENSUALS Trade Mark;
- 9.2 seek and obtain cancellation of the EGL Trade Mark and all other United States
registrations for the mark 'ESSENSUALS' for Hairdressing Goods and Services
and not seek or obtain any other registrations in the United States for the mark

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REEL: 003119 FRAME: 0738

'ESSENSUALS' for the duration of the registration of the ESSENSUALS Trade Mark; and

- 9.3 cease all use of the mark 'ESSENSUALS' in the United States in connection with Hairdressing Goods and Services.

Nelson shall be entitled to retain all sums previously paid to Nelson by EGL prior to any default by EGL with respect to the payments set forth above and shall be relieved of any and all other covenants and obligations to EGL provided for in this Agreement.

GENERAL

10. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter except that nothing in this Agreement will operate to limit or exclude either party's liability for any fraudulent statement, act or omission.
11. Variations to this Agreement will only be valid if they have been signed by the authorised signatories of the parties.
12. No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Agreement shall impair or operate as a waiver of such right, power, privilege or remedy.
13. The parties shall use their best endeavours to ensure that they, any companies or other businesses which they control, any company which is their associate in any material respect, or any company over which any of its officers have control (whether as an officer or shareholder or otherwise) shall comply with all the provisions of this Agreement which apply to such party.
14. If any government department, court or other body in authority finds any of the provisions in this Agreement at any time to be unenforceable or unlawful any party may require a reasonable amendment to this Agreement to ensure that this Agreement complies with, and is enforceable under, such provisions whilst maintaining as far as possible its original effect.
15. Neither party will make any announcement relating to this Agreement nor its subject matter without the prior approval of the other parties except as required by law or by any legal or regulatory authority.
16. No term of this Agreement shall be enforceable by a third party under the UK's Contracts (Rights of Third Parties) Act 1999.

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REEL: 003119 FRAME: 0739

17. Headings in this Agreement are for convenience only, and will not affect its interpretation.
18. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales and all courts of competent jurisdiction located in the State of Texas, United States of America.

SCHEDULE 1

Part 1 - The ESSENSUALS Trade Mark

Country	Mark	Registration number	Specification of goods and services
United States	ESSENSUALS	2198699	<p><u>Class 3</u></p> <p>skin care products, namely skin moisturizers and skin cleansers, and hair shampoos.</p>

Part 2 - The EGL Trade Mark

Country	Mark	Serial number	Specification of goods and services
United States	ESSENSUALS	78410182	<p><u>Class 41</u></p> <p>provision of training and instruction in hairdressing; educational services relating to hair and hairdressing; arranging and conducting of conferences and exhibitions relating to hair and hairdressing; demonstrations of hairdressing; and production of shows, films and videos relating to hair and hairdressing; and</p> <p><u>Class 44</u></p> <p>hairdressing services; hairdressing salon services; beauty salon services; information services relating to hair and hairdressing; professional consultancy services relating to hair and hairdressing; rental of apparatus</p>

			and instruments for beauty salons and hairdressers.
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SCHEDULE 2 - LETTER OF CONSENT

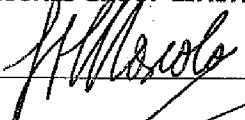
[Required letter of consent to be inserted here]

TRADEMARK 

REEL: 003119 FRAME: 0743

IN WITNESS of which the authorised signatories of the parties have signed this Agreement on the date first written above.

For and on behalf of
ESSENSUALS GROUP LIMITED



signed

GIUSEPPE TONI MASCIO
print name

CHAIRMAN / CHIEF EXECUTIVE
job title

17/5/05
date

For and on behalf of
ARDELL H. NELSON


signed

4-27-05
date