

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/10/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Demart Pro Arte B.V.		05/10/2004	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA

Name:	Propintell S.A.
Street Address:	Rue Jean-Pierre Brasseur 6, 1258
City:	Luxembourg, Grand Duche du Luxembourg
State/Country:	LUXEMBOURG
Entity Type:	CORPORATION: LUXEMBOURG

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2237320	DALIMIX
Registration Number:	2268461	D A L I N I A N
Registration Number:	2378736	DALI MONUMENTAL
Registration Number:	2513220	DALIMANIA
Registration Number:	1478193	SALVADOR DALI

CORRESPONDENCE DATA

Fax Number: (212)527-7701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2125277700
 Email: tmdocket@darbylaw.com
 Correspondent Name: Karin Segall, Darby & Darby P.C.
 Address Line 1: P.O. Box 5257
 Address Line 4: New York, NEW YORK 10150-5257

ATTORNEY DOCKET NUMBER:	02136/800F202-000
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DOMESTIC REPRESENTATIVE

Name: Karin Segall, Darby & Darby P.C.
Address Line 1: P.O. Box 5257
Address Line 4: New York, NEW YORK 10150-5257

NAME OF SUBMITTER:	Karin Segall
Signature:	/karin segall/
Date:	11/21/2005

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

made this 10th day of May, 2004,

by and between

DEMART PRO ARTE B.V.

a Dutch company residing at Frederik Roeskestraat 123, 1076 EE Amsterdam, The Netherlands (formerly residing at Singel 372, Amsterdam, The Netherlands), and registered under the No. 190 062 in the Trade Registry of Companies of Amsterdam

hereinafter referred to as "the Assignor"

and

PROPINTELL S.A.

a company incorporated under the laws of Luxembourg, residing at rue Jean-Pierre Brasseur 6, 1258 Luxembourg, Grand Duché du Luxembourg, a company fully owned by Corner Bank (Luxembourg) S.A. .

hereinafter referred to as "the Assignee"

WHEREAS the Assignor is in various jurisdictions the owner of the trademark registrations and pending applications DALI MONUMENTAL, DALIESSENCE, DALIFLOR, DALIMANIA, DALIMIX, DALINIAN, DALISSIME, DALISTYLE, DEMART SALVADOR DALI (& device), EAU DE DALI EAU DE TOILETTE, EAU DE DALI PARFUMS, DALI, lips device, LAGUNA (& signature), SALVADOR DALI, DALI (signature), DALI No. 8 (signature), SALVADOR DALI (signature), bottle (three-dimensional);

in international class 03 as itemized in Exhibit A and all others that might accidentally not appear in said exhibit (hereinafter referred to as the "Trademarks") to this Agreement;

WHEREAS the Assignor licensed rights for cosmetics and perfumes under the trademarks DALI MONUMENTAL, DALIESSENCE, DALIFLOR, DALIMANIA, DALIMIX, DALINIAN, DALISSIME, DALISTYLE, DEMART SALVADOR DALI (& device), EAU DE DALI EAU DE TOILETTE, EAU DE DALI PARFUMS, DALI, lips device, LAGUNA (& signature), SALVADOR DALI, DALI (signature), DALI No. 8 (signature), SALVADOR DALI (signature), bottle (three-dimensional), as itemized in Exhibit A to this Agreement and all others that might accidentally not appear in said exhibit;

Demart Pro Arte B.V. / PROPINTELL S.A.

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May 10, 2004

WHEREAS the Assignor is desirous to sell the above mentioned Trademarks as far as international class 03 goods are concerned;

WHEREAS the Assignee is desirous to acquire the same Trademarks as far as international class 03 goods are concerned;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Assignor hereby sells, assigns and transfers unto the Assignee the whole ownership of the Trademarks as far as international class 03 goods are concerned, including all rights, title and interest in and to the Trademarks, along with each of the following:
 - the goodwill associated with and symbolised by the Trademarks;
 - all rights to proceeds of the foregoing, including any claim by the Assignor against third parties for past, present, or future infringement of the Trademarks.
 - all rights over royalties accrued until today in favour of the Assignor as a result of any contract or license entered with third parties for the use of the Trademark, and not yet cashed by the Assignor.
2. The Assignor covenants to the Assignee that the Trademarks are free from encumbrances or third party licences, except the worldwide exclusive licence and usufruct granted to Cofinluxe, a French company, residing at 6, rue Anatole de la Forge, FR – 75858 PARIS CÉDEX 17.

The Assignor specifies however that the Trademarks have been the object of a cancellation proceeding initiated by the Foundation Gala-Salvador Dali, which has led to a judgement confirming the validity of the Trademarks registered in class 03. The time-limit for appeal of said judgement is June 10, 2004.

The Assignee acknowledges the previous and discharges the Assignor of any liability as regard said legal action.

3. The Assignor covenants that at the request and cost of the Assignee it will at all times hereafter do all such acts and execute all such public and private documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee herewith, to secure the registration of the assignment of Trademarks in favour of the Assignee in the corresponding registers and to assist him in the resolution in any question concerning the Trademarks.
4. The Assignor also covenants to sign any documents necessary to perfect the assignment of any and all of the Trademarks listed in Exhibit A to the Assignee.

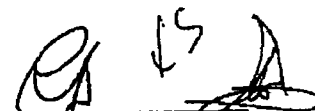
5. In case that due to the laws of any jurisdiction in which one or several of the Trademarks are registered or applied for, it is not possible to assign and transfer the respective Trademarks to the Assignee (e.g. because in such jurisdiction a trademark cannot be transferred without the related business), the Assignor hereby grants to the Assignee an irrevocable and perpetual exclusive and royalty-free licence to use the respective Trademarks in such jurisdiction, license which shall include the power to grant sub-licenses.
6. The Assignor hereby covenants to prepare all documentation necessary and to bear all costs for such assignment.

The Assignee hereby covenants to pay to the Assignor a global consideration of EURO 2,350,000.00 (two million four hundred thousand euros).

Payment shall be made upon signature of this Agreement by SWIFT transfer into the Assignor's account number 240-333 854 with UBS SA in Geneva, Switzerland.

8. Should any provision of this Agreement be or become invalid, the other provisions shall not be affected and the Parties shall use their reasonable endeavours to reach agreement to have the invalid provision replaced by a valid arrangement which comes as close as possible to the purpose of the invalid provision and to the intention of the Parties related to such provision.
9. Except if applicable law or this Agreement require the exercise of a right within a certain period of time, no delay on the part of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver or partial exercise on the part of the Parties on any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege which is not precluded by this Agreement.
10. Modification of any provision of this Agreement (including this clause 10) may only be made in writing and signed by duly authorised officers of both Parties.
11. This Agreement shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to conflict of law principles.
12. Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules.



The Chamber of Commerce to which the notification of arbitration shall be addressed as per art 3.1 of the rules shall be that of Geneva, and none other.



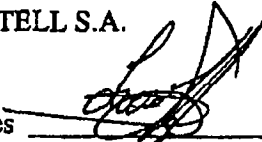
The number of arbitrators shall be three. The seat of the arbitration shall be in Geneva.
The arbitral proceedings shall be conducted in French.

IN WITNESS THEREOF, the Parties hereto by officers duly authorised, have executed this Agreement as of the date first written above.

Demart Pro Arte B.V.

Signatures  
 Robert Descharnes Lijla Skaftadottir
 Director Director

PROPINTELL S.A.

Signatures 
 Jean Schaeffer

Vu exclusivement pour la légalisation de la signature de Monsieur Robert Descharnes, Monsieur Jean Schaeffer et Madame Lijla Skaftadottir apposée ci-dessus. Le notaire soussigné n'assume aucune responsabilité quant au contenu du présent document.

Genève le 10 mai 2004.

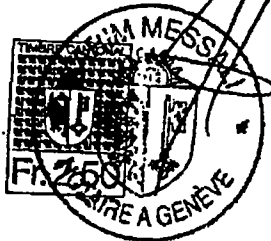


Exhibit A to the
Trade Mark Assignment
of May 10, 2004

TRADEMARKS INTERNATIONAL CLASS 3

Trademarks	Filing type	Countries	Classes	Events	Filing/Reg. Number	Realization date	Renewal date	File
DALI MONUMENTAL		SAUDI ARABIA	3	Filing	45863	14.09.1998		26
				Registration	47718	11.05.1999		26
				Renewal			27.05.2008	26
		SOUTH AFRICA	3	Filing	9816420	14.09.1998		26
				Registration	1998/16420	14.09.1998		26
				Renewal			14.09.2008	26
		UNITED ARAB EMIRATES	3	Filing	29345	13.12.1998		26
		UNITED STATES	3	Filing	75/608100	14.09.1998		26
				Registration	2.378.736	20.08.2000		26
				Renewal			20.08.2010	26
		URUGUAY	3	Filing	307740	09.10.1998		26
				Registration	307.740	05.03.1999		26
				Renewal			05.03.2009	26
		VENEZUELA	3	Filing	017045-1998	11.09.1998		26
				Registration	P214321	10.09.1999		26
				Renewal			10.09.2009	26
		PM DENMARK	3	Filing	699691	14.09.1998		26
				Registration	699691	14.09.1998		26
				Renewal			14.09.2008	26
		FINLAND	3	Filing	699691	14.09.1998		26
				Registration	699691	14.09.1998		26
				Renewal			14.09.2008	26
		INTERNATIONAL PROCEEDINGS	3	Filing	699691	14.09.1998		26
				Registration	699691	14.09.1998		26
				Renewal			14.09.2008	26
		NORWAY	3	Filing	699691	14.09.1998		26
			Registration	699691	14.09.1998		26	
			Renewal			14.09.2008	26	
	SWEDEN	3	Filing	699691	14.09.1998		26	

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Exhibit A to the
Trade Mark Assignment
of May 10, 2004

TRADEMARKS INTERNATIONAL CLASS 3

Trademarks	Filing type	Countries	Classes	Events	Filing/Reg. Number	Realization date	Renewal date	File
DALIMANIA				Registration	140386	17.11.2000		27
				Renewal			28.04.2009	27
		HONG KONG	3	Filing	9'904'595	14.04.1999		27
				Registration	06772 OF 2000	15.05.2000		27
				Renewal			30.10.2005	27
		IRELAND	3	Filing	99/1248	14.04.1999		27
				Registration	212908	14.04.1999		27
				Renewal			13.04.2009	27
		ISRAEL	3	Filing	127129	12.04.1999		27
				Registration	127129	05.03.2000		27
				Renewal			12.04.2006	27
		JAPAN	3	Filing	11-36017	23.04.1999		27
	PANAMA	3	Filing	100389	30.04.1999		27	
			Registration	100389	30.04.1999		27	
			Renewal			30.04.2009	27	
	PARAGUAY	3	Filing	6801	14.04.1999		27	
			Registration	222167	26.01.2000		27	
			Renewal			26.01.2010	27	
	SAUDI ARABIA	3	Filing	48883	17.04.1999		27	
			Registration	503/43	27.10.1999		27	
			Renewal			28.12.2008	27	
	SINGAPORE	3	Filing	T99/036271	14.04.1999		27	
			Registration	T99/036271	30.10.1998		27	
			Renewal			30.10.2008	27	
	TUNISIA	3	Filing	EE990528	14.04.1999		27	
			Registration	EE990528	14.04.1999		27	
			Renewal			14.04.2014	27	
	UNITED ARAB EMIRATES	3	Filing	30914	19.04.1999		27	
			Registration	31278	06.04.2002		27	
			Renewal			19.04.2009	27	

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Exhibit A to the
Trade Mark Assignment
of May 10, 2004

TRADEMARKS INTERNATIONAL CLASS 3

Trademarks	Filing type	Countries	Classes	Events	Filing/Reg. Number	Realization date	Renewal date	File
		UNITED STATES	3	Filing	75764789	30.04.1999		27
				Registration	2,513,220	27.11.2001		27
				Renewal			27.11.2011	27
		VENEZUELA	3	Filing	6512	16.04.1999		27
				Registration		05.11.1999		27
				Renewal			05.11.2009	27
		DENMARK	3	Filing	713282	12.04.1999		27
				Registration	713282	12.04.1999		27
				Renewal			12.04.2009	27
		ESTONIA	3	Filing	713282	12.04.1999		27
				Registration	713282	12.04.1999		27
				Renewal			12.04.2009	27
DALIMANIA		FINLAND	3	Filing	713282	12.04.1999		27
				Registration	713282	12.04.1999		27
				Renewal			12.04.2009	27
		GEORGIA	3	Filing	713282	12.04.1999		27
				Registration	713282	12.04.1999		27
				Renewal			12.04.2009	27
		INTERNATIONAL PROCEEDINGS	3	Filing	713282	12.04.1999		27
				Registration	713282	12.04.1999		27
				Renewal			12.04.2009	27
		LITHUANIA	3	Filing	713282	12.04.1999		27
				Registration	713282	12.04.1999		27
				Renewal			12.04.2009	27
	NORWAY	3	Filing	713282	12.04.1999		27	
			Registration	713282	12.04.1999		27	
			Renewal			12.04.2009	27	
	SWEDEN	3	Filing	713282	12.04.1999		27	
			Registration	713282	12.04.1999		27	

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Exhibit A to the
Trade Mark Assignment
of May 10, 2004

TRADEMARKS INTERNATIONAL CLASS 3

Trademarks	Filing type	Countries	Classes	Events	Filing/Reg. Number	Realization date	Renewal date	File
DALIMIX		TURKEY	3	Renewal			12.04.2009	27
				Filing	713282	12.04.1999		27
				Registration	713282	12.04.1999		27
				Renewal				27
		UNITED KINGDOM	3	Filing	713282	12.04.1999	12.04.2009	27
				Registration	713282	12.04.1999		27
				Renewal				27
		BENELUX	3	Filing	863983	25.01.1996		14
				Registration	592523	03.03.1997		14
				Renewal			25.01.2006	14
DALIMIX		HONG KONG	3	Filing	15028 of 1996	28.11.1996		14
				Registration	00931 of 1998	28.11.1996		14
				Renewal	199800931	28.11.2003		14
				Renewal				14
		INDIA	3	Filing	736842	02.12.1996	28.11.2013	14
				Renewal				14
		SINGAPORE	3	Filing	13.395/96	16.12.1996	02.12.2003	14
				Registration	1395/96	16.12.1996		14
				Renewal			16.12.2006	14
		TAIWAN	3	Filing	86050240	06.11.1997		14
DALINIAN				Registration	923894	16.01.2001		14
				Renewal				14
		UNITED STATES	3	Filing	75219502	27.12.1996	15.01.2011	14
				Registration	2,237,320	06.04.1999		14
				Renewal			06.04.2009	14
		BENELUX	3	Filing	904674	12.11.1997		18
				Registration	623538	01.09.1998		18
				Renewal			12.11.2007	18
		UNITED STATES	3	Filing	75415,011	07.01.1998		18
				Registration	2,268,461	10.08.1999		18

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Exhibit A to the
Trade Mark Assignment
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TRADEMARKS INTERNATIONAL CLASS 3

Trademarks	Filing type	Countries	Classes	Events	Filing/Reg. Number	Realization date	Renewal date	File
				Renewal			23.06.2008	2
		TAIWAN	3	Renewal	19212	01.10.1998	23.06.1998	2
				Filing	78-33384	18.07.1989		2
				Registration	484019	16.05.1990		2
				Registration	484019	16.05.2000		2
				Renewal	484019	16.05.2000	15.05.2000	2
				Renewal			15.05.2010	2
			3	Filing	78-41343	07.09.1989		002A
				Registration	488202	01.07.1990		002A
				Registration	488202	01.07.2000		002A
				Renewal	488202	01.07.2000	30.06.2000	002A
				Renewal			30.06.2010	002A
		THAILANDE	3	Filing	316666	05.09.1996		2
				Registration	Kor65231	05.09.1996		2
				Renewal			04.09.2006	2
		TUNISIA	03,14,33	Filing	EE96.0913	24.07.1996		2
				Registration	EE96.0913	24.07.1996		2
				Renewal			24.07.2011	2
		TURKEY	3	Filing	5958	26.01.1987		2
				Registration	96.520	26.01.1987		2
				Renewal			26.01.2007	2
				Renewal	096.520	26.01.1997	26.01.1997	2
		UNITED ARAB EMIRATES	3	Filing	7855	21.09.1994		2
				Registration	7970	13.03.1997		2
				Renewal	EN COURS	05.04.2004	21.09.2004	2
				Renewal			21.09.2014	2
		UNITED KINGDOM	3	Filing	1248513	16.08.1985		2
				Registration	1248513	16.08.1985		2
				Renewal	1248513	20.07.1992	16.08.1992	2
				Renewal			16.08.2006	2

signature SALVADOR DALI

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Exhibit A to the
Trade Mark Assignment
of May 10, 2004
TRADEMARKS INTERNATIONAL CLASS 3

Trademarks	Filing type	Countries	Classes	Events	Filing/Reg. Number	Realization date	Renewal date	File
		UNITED STATES	3	Filing	599.847	20.05.1986		2
				Registration	1,478,193	01.03.1988		2
				Renewal			01.03.2008	2
		URUGUAY	3	Filing	281.849	09.10.1995		2
				Registration	281.849	07.11.1997		2
				Renewal			07.11.2007	2
		VENEZUELA	3	Filing	11343	20.08.1986		2
				Registration	P188231	26.04.1996		2
				Renewal			26.04.2006	2
	MC	EUROPEAN UNION	03,09,11,14,16,18,20,21,24,25,33,41,42,43	Filing	2738383	18.06.2002		2
				Renewal			18.06.2012	2
	PM	INTERNATIONAL PROCEEDINGS	33	Filing	659890	24.07.1996		002A
				Rights from		08.10.2001		002A
				Registration	659890	24.07.1996		002A
				Renewal			24.07.2006	002A
		UNITED KINGDOM	33	Filing	659890	24.07.1996		002A
				Registration	659890	24.07.1996		002A
				Renewal			24.07.2006	002A
	DN	BENELUX	3	Filing	883062	22.11.1996		16
				Registration	602668	02.09.1997		16
				Renewal			22.11.2006	16

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[Signature]