

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
Alchemy Cosmetics, Inc.		09/07/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Lotus Brands, Inc.		
Street Address:	P O Box 325		
City:	Twin Lakes		
State/Country:	WISCONSIN		
Postal Code:	53181		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2878746	ALCHEMY	
Registration Number:	2336510	ALCHEMY	
Registration Number:	2812815	ALCHEMYCOSMETICS.COM	
CORRESPONDENCE DATA			
Fax Number:	(262)889-2461		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	262 889 8561		
Email:	santoshk@msn.com		
Correspondent Name:	Lotus Brands, Inc.		
Address Line 1:	P O Box 325		
Address Line 4:	Twin Lakes, WISCONSIN 53181		
NAME OF SUBMITTER:	santosh krinsky		
Signature:	/santosh krinsky/		
Date:	09/09/2006		

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Total Attachments: 4

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ASSIGNMENT OF U.S. TRADEMARKS AND SERVICE MARKS

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (the "Assignment") made as of Sept. 7, 2006, by Alchemy Cosmetics, Inc., a New York corporation in dissolution, having a principal place of business at 414 Sixth Avenue, New York, New York 10011 ("Assignor") to Lotus Brands, Inc., a Wisconsin corporation, having an address of PO Box 325, Twin Lakes, Wisconsin 53181 ("Assignee").

WHEREAS, C.O. Bigelow Chemists, Inc. ("Bigelow"), a New York corporation having an address at 414 Sixth Avenue, New York, NY 10011, and Assignee and Lotus Light Enterprises, Inc., a Wisconsin corporation, having a principal place of business at 1100 Lotus Drive, Silver Lake, Wisconsin 53170, are parties to an Agreement dated as of June 27, 1997 (the "Lotus Agreement"), providing for the execution and delivery of this assignment by Assignor to Assignee;

WHEREAS, Assignor has adopted and used the marks set forth on Schedule I hereto and incorporated by reference herein, which were registered in the United States Patent and Trademark Office (collectively the "Assigned Marks");

WHEREAS, there exists a Co-Existence Agreement, dated as of July 23, 1998, between Bigelow and Parfums Rochas, a French company, having a principal place of business at 33 rue François 1er, 75008 Paris, France, and a Settlement Agreement, dated as of April 26, 2005, between Assignor and Alchimie Forever LLC, a Delaware limited liability company, having a principal place of business at 2055 S. 26th Street, Ste. 403, Arlington, Virginia 22206 (collectively the "Alchemy Agreements"), both attached hereto, respectively, as Exhibits A and B;

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks; and

WHEREAS, upon this Assignment of the Assigned Marks to Assignee, the Lotus Agreement shall terminate pursuant to Section 7 thereof.

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

Assignor does hereby transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest, subject to the Alchemy Agreements, in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands

recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the date of this Assignment, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby or otherwise to carry out the intent and purposes of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark and service mark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of law rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

By: 

Name: Ian J. Ginsberg

Title: President

ACKNOWLEDGEMENT

STATE OF NEW YORK)
 :SS:
COUNTY OF NEW YORK)

On the 7 day of September in the year 2006, before me, the undersigned, personally appeared Ian J. Ginsberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MICHAEL A. WOZNY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01W06112929
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES 09/02/2008

Michael A. Wozny
(Signature and office of individual taking acknowledgement.)

SCHEDULE I

TRADEMARKS AND/OR SERVICE MARKS

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	Alchemy	2878746	August 31, 2004
United States	Alchemy	2336510	March 28, 2000
United States	Alchemycosmetics.com	2812815	February 10, 2004