

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
MEM Co.		07/30/1999	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Guus Wauben Hodling B.V.		
Street Address:	Rokin 55		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Postal Code:	1012 KK		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0804836	BRITISH STERLING	
CORRESPONDENCE DATA			
Fax Number:	(240)526-4576		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	570-639-5176		
Email:	arcowger@danaclassics.com		
Correspondent Name:	Alfred R. Cowger, Jr.		
Address Line 1:	P.O. Box 299		
Address Line 4:	Harveys Lake, PENNSYLVANIA 18619-0299		
DOMESTIC REPRESENTATIVE			
Name:	Alfred R. Cowger, Jr.		
Address Line 1:	P.O. Box 299		
Address Line 4:	Harveys Lake, PENNSYLVANIA 18618-0299		
NAME OF SUBMITTER:	Alfred R. Cowger, Jr.		

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Signature:	/AlfredRCowgerJr/
Date:	01/08/2007
<p>Total Attachments: 11</p> <p>source=BS 0804836 assgn#page1.tif</p> <p>source=BS 0804836 assgn#page2.tif</p> <p>source=BS 0804836 assgn#page3.tif</p> <p>source=BS 0804836 assgn#page4.tif</p> <p>source=BS 0804836 assgn#page5.tif</p> <p>source=BS 0804836 assgn#page6.tif</p> <p>source=BS 0804836 assgn#page7.tif</p> <p>source=BS 0804836 assgn#page8.tif</p> <p>source=BS 0804836 assgn#page9.tif</p> <p>source=BS 0804836 assgn#page10.tif</p> <p>source=BS 0804836 assgn#page11.tif</p>	

FROM MNA&T

(THU) 7. 15' 99 16:30/ST. 16:20/NO. 4261916462 P. 19
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ASSET PURCHASE AGREEMENT,

Dated as of June 28, 1999

among

DPC ACQUISITION CORP. *

BUYER,

and

RENAISSANCE COSMETICS, INC.

COSMAR CORPORATION,

DANA PERFUMES CORP.,

MEM COMPANY, INC.,

TINKERBELL, INC.,

GREAT AMERICAN COSMETICS, INC.,

AND

HOUBIGANT (1995) LIMITED/HOUBIGANT (1995) LIMITEE

SELLERS

TRADEMARK

REEL: 003456 FRAME: 0489

THIS ASSET PURCHASE AGREEMENT, dated as of June 28, 1999 is between DPC Acquisition Corp., a Delaware corporation ("Buyer"), on the one hand, and Renaissance Cosmetics, Inc., a Delaware corporation ("Renaissance"), Cosmar Corporation, a Delaware corporation ("Cosmar"), Dana Perfumes Corp., a Delaware corporation ("Dana"), MEM Company, Inc., a New York corporation ("MEM"), Tinkerbell, Inc., a New York corporation ("Tinkerbell"), Great American Cosmetics, Inc., a New York corporation ("Great American"), and Houbigant (1995) Limited/Houbigant (1995) Limitee, a Canadian corporation ("H1995"), each a debtor and debtor in possession (collectively, the "Sellers"), on the other hand. Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Section 19.

WITNESSETH:

WHEREAS, Renaissance through its wholly owned subsidiary Cosmar owns 100% of Dana; and

WHEREAS, Cosmar and Dana, through Dana and certain of Dana's wholly owned subsidiaries manufacture and market fragrances, with such marketing occurring throughout the United States and various foreign countries (the "Dana Business"); and

WHEREAS, Dana through its indirect wholly owned subsidiaries Tinkerbell and Tinkerbell U.K., Ltd. ("Tinkerbell U.K.") is in the children's novelty business (the "Tinkerbell Business"); and

WHEREAS, Cosmar manufactures and markets nail care products and cosmetics, with such marketing occurring throughout the United States and various foreign countries (the "Cosmar Business" and collectively with the Dana Business and the Tinkerbell Business, the "Business"); and

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WHEREAS, on June 2, 1999, the Sellers, along with certain inactive affiliates, filed their respective petitions under Chapter 11, Title 11, United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, Sellers have determined that it is in their best interests and their bankruptcy estates' best interests to sell to Buyer, and Buyer wishes to purchase from Sellers, all of the right, title and interest of the Sellers in and to the Business and certain other assets and properties of the Sellers for consideration all as herein set forth; and

WHEREAS, the assets and liabilities of the Business are subject to the supervision and control of the Sellers subject and pursuant to the jurisdiction of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the representations, warranties, covenants and agreements contained herein, Buyer, on the one hand, and Sellers, on the other hand, hereby represent, warrant, covenant and agree as follows:

Section 1. SALE AND PURCHASE.

(a) Sale and Purchase of the Business. Subject to the terms and conditions hereinafter set forth, on the Closing Date, Sellers will sell, convey, transfer, assign and deliver or cause to be sold, conveyed, transferred, assigned and delivered to Buyer, and Buyer will purchase from Sellers, the Acquired Assets described in Section 1(a)(i) through 1(a)(xi) below (except to the extent included among the Excluded Assets), free and clear of any and all Encumbrances of any kind (collectively, the "Acquired Assets");

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the settlement agreement among Sellers and Houbigant, Inc. ("Houbigant") that was memorialized on the record at the hearing on the Scheduling Order held in the Bankruptcy Court on June 17, 1999 (the "Scheduling Order Hearing");

(v) all of Sellers' right, title and interest in and to the Intellectual Properties, including all patents and patent registrations, copyrights and copyright registrations, trademarks and trademark registrations, service mark and service mark registrations (and in such case whether or not registered or recorded or to be registered or recorded in the United States of America or elsewhere) applied for, Issued to or owned by any Seller and each process, invention trade secret, trade name, computer program and formula which is owned by Sellers or which any Seller has the right to use;

(vi) all of Sellers' prepaid expenses, prepaid premiums and deposits that solely relate to the Business, including all insurance proceeds and claims therefore, rights to or for claims for refunds from third parties including any governmental agencies;

(vii) copies or originals (to be determined in Sellers' sole discretion) of all Books and Records, including all of Sellers' existing purchase, marketing and sales records, customer, and supplier records, lists and other documents, files, manuals and records, correspondence, customer lists, customer data, production records, employment records, and any confidential information which has been reduced to writing, wherever located, with respect to, or in connection with, the Business and the Acquired Assets, with the cost of any copies hereunder to be paid by Buyer in advance of any copies being made;

ASSIGNMENT OF TRADEMARKS

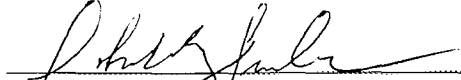
WHEREAS, MEM Company, Inc., a New York corporation, having an address at 3 Landmark Square, 5th Floor, Stamford, CT 06901-2501 (hereinafter "Assignor") has used or intends to use the trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, service names, service name rights, brand names, trade dress, business and product names, logos and slogans including but not limited to those listed on Schedule A attached hereto (Hereinafter referred to as "the said marks"); and

WHEREAS, Guus Wauben Holding B.V., a Netherlands corporation, through its agent St. Honoré Holding, Inc. a Delaware corporation (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said marks in the United States and throughout the world and to the pending or issued registrations also including but not limited to those set forth on Schedule A attached hereto (hereinafter referred to as "the said registrations"), together with the goodwill of the business in connection with which the said marks and said registrations are used and which are symbolized by the said marks and said registrations, along with all claims and causes of action for infringement arising after July 30, 1999;

NOW, THEREFORE, for good and valuable consideration including, without limitation, the consideration paid to Assignor pursuant to that certain Asset Purchase Agreement by and among DPC Acquisition Corp., Assignor and certain other affiliates of Assignor dated as of June 28, 1999 (the "Asset Purchase Agreement"), receipt of which is hereby acknowledged, pursuant to and in accordance with the Asset Purchase Agreement, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the said marks and registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said marks and registrations are used and which are symbolized by the said marks and registrations, along with all claims and causes of action for infringement arising after July 30, 1999;

Assignor agrees to, at Assignee's request and without expense (including without limitation expenses relating to recordals), execute and deliver such other instruments and take such other actions as Assignee may reasonably request to more effectively put Assignee in possession and operating control of all or any part of said marks and registrations. Assignor will cooperate with Assignee to deliver such bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer (including but not limited to assignment of any said marks and registrations in recordable form), in form and substance reasonably satisfactory to Assignee and its counsel, as are commercially reasonable under the circumstances to vest in Assignee good and valid title to said marks and registrations free and clear of any Encumbrances (as such term is defined in the Asset Purchase Agreement); provided, however, that Assignor shall have no obligation to record any of said marks and the parties shall be responsible for fees, taxes and expenses as set forth in the asset Purchase Agreement. Assignee shall be responsible for all fees or taxes associated with the generation of any endorsement, assignment and other good and sufficient instruments of conveyance as contemplated by the Asset Purchase Agreement.

MEM COMPANY, INC.

By: 

Name: John R. Jackson

Title: Vice President and Secretary

TRADEMARK

REEL: 003456 FRAME: 0494

SCHEDULE A

Marks

Renaissance Cosmetics, Inc.

<u>Record Owner:</u> <u>Country</u>	<u>MEM COMPANY, INC.</u> <u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United Kingdom	BOPO	3			1187994	1/ 5/83	Registered
United Kingdom	BRITISH STERLING	3	1582732	12/ 1/94			FILED
United Kingdom	DIRTBUSTERS	3			1261610	3/ 1/86	Registered
United Kingdom	EAU DE LOVE	3			968054	11/24/70	Registered
United Kingdom	EAU DE LUV	3			938449	2/20/69	Registered
United Kingdom	EAU DE LUV	3	938449	2/20/69	B938449	2/20/69	Registered
United Kingdom	FRESH LOVE LEMON CLEANSER	3	967689	11/16/70	967689	11/16/70	Registered
United Kingdom	MEM	3			418744	9/21/21	Registered
United Kingdom	TIMBERLINE	3	1000402	10/20/72	1000402	10/20/72	Registered
United States	BABY SOFT	3			854850	8/13/68	Registered
United States	BABY SOFT	3	74/054866	5/ 2/90	1659356	10/ 8/91	Registered
United States	BATHTUB GIN	3			814164	8/30/66	Registered
United States	BIOENZYME	3			1964681	3/26/96	Registered
United States	BITTER LEMON	3			910728	3/30/71	Registered
United States	BITTER LEMON	3			874839	8/12/69	Registered
United States	BOPO	3			1262791	1/ 3/84	Registered
United States	BRITISH STERLING	3			805745	3/15/66	Registered
United States	BRITISH STERLING SAF/SAF/19235/00/371881.1	3			804836	3/ 1/66	Registered

Renaissance Cosmetics, Inc.

<u>Record Owner:</u> <u>Country</u>	<u>MEM COMPANY, INC.</u> <u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	BRITISH STERLING AND CROWNDDESIGN	3			870209	5/27/69	Registered
United States	CAMBRIDGE	3			1123116	7/31/79	Registered
United States	DEM-O-DERM	3			719897	8/15/61	Registered
United States	DESIGN BARREL SHAPED BOTTLECLOSURE	3			824247	2/14/67	Registered
United States	DESIGN OF BOTTLE AND TOP	3			846774	3/26/68	Registered
United States	DESIGN OF BOTTLE SHAPED BOTTLECLOSURE	3			1497338	7/26/88	Registered
United States	DIRTBUSTERS	3			1411926	10/ 7/86	Registered
United States	EAU DE LOVE	3	72/398545	7/28/71	933353	5/ 2/72	Registered
United States	EAU DE LOVE	3			914375	6/ 8/71	Registered
United States	EMBRACING	3			1412850	10/14/86	Registered
United States	ENGLISH LEATHER	18			1634818	2/12/91	Registered
United States	ENGLISH LEATHER	8 21	74/726244	9/ 7/95	2129305	1/13/98	Registered
United States	ENGLISH LEATHER	18	99058	9/ 7/76	1139233	9/ 2/80	Registered
United States	ENGLISH LEATHER & DESIGN	3	72/264156	2/ 7/67	841770	1/ 2/68	Registered
United States	ENGLISH LEATHER (STYLIZED)	3			848350	4/30/68	Registered
United States	ENGLISH LEATHER AND DESIGN	18			1619882	10/30/90	Registered

SAF/SAF/19235/00/371881.1

Renaissance Cosmetics, Inc.

<u>Record Owner:</u>	<u>MEM COMPANY, INC.</u>						
<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	TINKERBELL	25	360399	4/19/82	1244592	7/ 5/83	Registered
United States	TINKERBELL	25	73/796470	4/28/89	1613931	9/18/90	Registered
United States	TINKERBELL	25	74/054865	5/ 2/90	1634888	2/12/91	Registered
United States	TINKERBELL	28	74/261569	4/ 2/92	1736777	12/ 1/92	Registered
United States	TINKERBELL (STYLIZED)	3	71/627123	3/27/52	596885	10/12/54	Registered
United States	TRAVEL STOW-A-WAY	3			1827153	3/22/94	Registered
United States	TWILIGHT MUSK	3			1361321	9/24/85	Registered
Uruguay	ENGLISH LEATHER	3			245453	7/ 5/91	Registered
Venezuela	"LOVE'S BABY SOFT"	3			15469	9/12/90	Registered
Venezuela	BRITISH STERLING	3	14231	10/27/94			FILED
Venezuela	CAMBRIDGE	3			115631F	10/25/85	Registered
Venezuela	TIMBERLINE	3			76495	8/28/74	Registered
WIPO	LOVE	3	R172592		R172592		Registered
WIPO	MEM	3			2R160381	3/15/92	Registered