

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/18/1997

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
A-veda Corporation		11/18/1997	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

Name:	Aveda Corporation
Street Address:	4000 Pheasant Ridge Drive
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55449
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2012839	PUREFESSIONAL

**CORRESPONDENCE DATA**

Fax Number: (212)572-6743  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2125724544  
 Email: uspto@estee.com  
 Correspondent Name: Donna Ruggiero  
 Address Line 1: 767 Fifth Avenue  
 Address Line 2: 42 Floor  
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	AVEDA/PUREFESSIONALASSIGN
NAME OF SUBMITTER:	DONNA RUGGIERO
Signature:	/donna ruggiero/

CH \$40.00 2012839

Date:

02/09/2007

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is made and delivered pursuant to the Asset and Stock Purchase Agreement dated as of November 18, 1997 (the "Agreement"), by and between Aveda Corporation, a Minnesota corporation ("Assignor"), Ambika, Inc., a Minnesota corporation, Horst Rechelbacher, Peter Rechelbacher, Nicole R. Thomas and The Estée Lauder Companies Inc., a Delaware corporation ("Estée Lauder").

WHEREAS, pursuant to the Agreement, Estée Lauder has assigned certain of its rights and obligation to Aveda Corporation, a Delaware corporation and wholly owned subsidiary of Estée Lauder (the "Assignee").

WHEREAS, Aveda Corporation, a Minnesota corporation, having its principal offices at 4000 Pheasant Ridge Road is the owner of those trademarks and service marks identified on Exhibit A attached hereto and incorporated herein, which are registered in the United States Patent and Trademark Office and all registrations therefor ("Domestic Registered Marks").

WHEREAS, Assignor is the owner of those trademarks and service marks identified on Exhibit B, attached hereto and incorporated herein, for which applications in the United States Patent and Trademark Office are pending, and all applications therefor and registrations that may issue (the "Pending Domestic Marks").

WHEREAS, Assignor is the owner of those trademarks and service marks identified on Exhibit C, attached hereto and incorporated herein, which are registered in countries other than the United States, as further identified on Exhibit C, and all registrations therefor (the "Registered International Marks").

WHEREAS, Assignor is the owner of those trademarks and service marks identified on Exhibit D, attached hereto and incorporated herein, for which applications are pending in countries other than the United States, as further identified on Exhibit D, and all applications therefore and registrations that may issue therefrom (the "Pending International Marks").

WHEREAS, Assignor is the owner of those copyrights in the works identified on Exhibit E, all applications and registrations therefor, and all renewals and extensions thereof, all rights of reversion and termination, all prior versions of the works and all works based upon, derived from, or incorporating such works (the "Copyrights").

WHEREAS, Assignor is the owner of the Letters Patent and patent applications identified on Exhibit F, the inventions disclosed and claimed therein, and all continuations, divisions, reissues, and substitutes thereof, and all rights of priority under any international agreements to which the United States adheres (the "Patents").

WHEREAS, the Registered Domestic Marks, Pending Domestic Marks, Registered International Marks, Pending International Marks, Copyrights and Patents shall hereinafter collectively be referred to as the "Intellectual Property".

WHEREAS, pursuant to the terms of the Agreement, Assignor has agreed to assign and transfer substantially all of the assets of Assignor to Assignee, including the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee and its successors and assigns all of Assignor's right, title and interest in the United States and all foreign countries and to the Intellectual Property, any application, registration or letters patent which have been filed or may be issued with respect thereto, and all goodwill symbolized thereby and associated therewith, and all income, royalties, damages and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present or future infringement of the rights assigned to Assignee under this Assignment.

Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignees or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns the rights hereby transferred.

This Assignment is made in accordance with and is subject to all of the representations, warranties, covenants and indemnities set forth in the Agreement, all of which are incorporated herein by reference. To the extent that any representation, warranty,

covenant or other provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the terms of the Agreement shall govern.

Dated: December 1, 1997

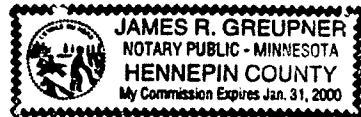
A-VEDA CORPORATION

By *Peter Rechelbacher*  
Its Co-President

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF HENNEPIN     )

The foregoing instrument was acknowledged before me this 18th day of November, 1997, by Peter Rechelbacher the Co-President of A-veda Corporation, a Minnesota corporation, on behalf of the corporation.

*James R. Greupner*  
Notary Public



## UNITED STATES REGISTRATIONS

	MARK	REGISTRATION NO.
1.	Active Composition	2062966
2.	Air-O-Sol	2034644
3.	All/Sensitive	2096884
4.	Anatomy	2070283
5.	Aromaology	1543168
6.	Aveda	1999709
7.	Aveda & Design (Flower)	1786408
8.	Aveda (logo)	2053584
9.	Aveda (Stylized)	1229134
10.	Aveda Botanical Kinetics	1693912
11.	Aveda Concept Salon	1716852
12.	Aveda Concept Salon & Logo	1827669
13.	Aveda Esthetique	1446940
14.	Aveda Institute Horst Education Center	1815173
15.	Aveda Key Element	2098319
16.	Aveda Key Element & Logo	2098318
17.	Aveda National Share Programs	1760362
18.	Balancing Infusion	2,001,465
19.	Beautifying Composition	2058479
20.	Bio-Molecular Perfecting Fluid	2108014
21.	Bio-Molecular Recovery Treatment	1968918
22.	Brilliant	2022121
23.	Business of Being	2048336
24.	Calming Composition	2074552
25.	Chakra	1968279
26.	Chakra II	1411011
27.	Color Catalyst	2109944
28.	Confixor	1524100

EXHIBIT   A

## UNITED STATES REGISTRATIONS

	MARK	REGISTRATION NO.
29.	Creative	1789076
30.	Curressence	1672314
31.	Daily Light Guard	1808305
32.	Energizing Composition	2074556
33.	Equipoise	2109007
34.	Esthetique	1873431
35.	Euphoric	2064443
36.	Firmata	1638091
37.	Flower Design Logo	1884533
38.	Fulfillment	1787779
39.	Futurity	1820942
40.	Inaveda	1,995,594
41.	Indra	1586430
42.	Ix Chel	1891895
43.	Lavandou	2102225
44.	Leaf Logo	2084981
45.	Light Protection	2074552
46.	Madagascar	2068056
47.	Maximum Lash Mascara	1892523
48.	Motivation	1578505
49.	Oil-Free Hydraderm	2080291
50.	Organica	1765115
51.	Organica	1758577
52.	Peppymint	2060979
53.	Plant Pure Fume	1924383
54.	Pure Vital	1891579
55.	Pure-Fume	1520430
56.	Pureal	1641849

UNITED STATES REGISTRATIONS		
	MARK	REGISTRATION NO.
57.	Purefessional	2012839
58.	Purefume	1877114
59.	Purefume Brilliant	1711049
60.	Purescriptions	1944421
61.	Purescriptions	2092000
62.	Purifying Mist	2004069
63.	Purifying Water	2004070
64.	Self Control	2083952
65.	Shakti Designs	1490208
66.	Shampure	1582171
67.	Vital Elements	1597043

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