

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
Lornamead Acquisitions Limited		05/08/2007	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Lornamead Group Limited
Street Address:	Sabre House, 377 - 399 London Road
City:	Camberley, Surrey
State/Country:	UNITED KINGDOM
Postal Code:	GU15 3HL
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78952552	VOSENE
Serial Number:	77130832	VOSENE

CORRESPONDENCE DATA

Fax Number: (248)641-0270
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2486411600
Email: docketingtm@hdp.com
Correspondent Name: G. Gregory Schivley
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ATTORNEY DOCKET NUMBER:	8988-200005, 8988-200008
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DOMESTIC REPRESENTATIVE

CH \$65.00 78952552

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Elizabeth K. Brock
Signature:	/ekb/
Date:	06/07/2007

Total Attachments: 18

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8th May 2007

NATURAL WHITE (UK) LIMITED
(as "NWUL")

LYPSYL HOLDINGS LIMITED
(as "LHL")

CD BRAND HOLDINGS LIMITED
(as "CDBHL")

LORNAMEAD BRANDS INC
(as "LBI")

LORNAMEAD ACQUISITIONS LIMITED
(as "LAL")

LORNAMEAD GROUP LIMITED
(as "LGL")

**ASSIGNMENT OF LEGAL INTEREST IN CERTAIN
INTELLECTUAL PROPERTY RIGHTS**

relating to:

the assignment of the legal interest in certain Intellectual Property Rights to LGL

McDERMOTT WILL & EMERY UK LLP
7 Bishopsgate
London
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TRADEMARK
REEL: 003556 FRAME: 0851

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THIS ASSIGNMENT is made on the eighth day of May 2007

BETWEEN:

- (1) **NATURAL WHITE (UK) LIMITED**, whose registered office is at Sabre House, 377-399 London Road, Camberley, Surrey GU15 3HL, (registered company number 04606958), ("**NWUL**");
- (2) **LYPSYL HOLDINGS LIMITED**, a company incorporated under the laws of Jersey, whose registered office is at Oak Walk, St Peter JE3 7EF, (registered company number 85722), ("**LHL**");
- (3) **CD BRAND HOLDINGS LIMITED**, a company incorporated under the laws of Jersey, whose registered office is at Oak Walk, St Peter JE3 7EF, (registered company number 85722), ("**CDBHL**");
- (4) **LORNAMEAD BRANDS INC.**, a Delaware corporation with its registered office in the State of Delaware at 2711 Centerville Road, Suite 300, in the City of Wilmington, County of New Castle, ("**LBI**");
- (5) **LORNAMEAD ACQUISITIONS LIMITED**, a company incorporated in England and Wales, whose registered office is at Sabre House, 377-399 London Road, Camberley, Surrey GU15 3HL, (registered company number 05279065), ("**LAL**"); and
- (6) **LORNAMEAD GROUP LIMITED**, a company incorporated in England and Wales, whose registered office is located at Sabre House, 377-399 London Road, Camberley, Surrey GU15 3HL, (registered company number 06221527), ("**LGL**").

WHEREAS:

- (A) Pursuant to Intra-Group Sale Agreement One (as defined below) and Trade Mark Assignment One (as defined below), NWUL assigned the beneficial interest in certain of the Trade Marks (as defined below) to LAL.
- (B) Pursuant to Intra-Group Sale Agreement Two (as defined below) and Trade Mark Assignment Two (as defined below), LHL assigned the beneficial interest in certain of the Trade Marks to LAL.
- (C) Pursuant to Intra-Group Sale Agreement Three (as defined below) and Trade Mark Assignment Two, CDBHL assigned the beneficial interest in certain of the Trade Marks to LAL.
- (D) Pursuant to Trade Mark Assignment One, NWUL acknowledged that legal title to the relevant Trade Marks to which Trade Mark Assignment One relates should be assigned to LAL on demand at LAL's request.
- (E) Pursuant to Trade Mark Assignment Two, LHL and CDBHL acknowledged that legal title to the relevant Trade Marks to which Trade Mark Assignment Two relates should be assigned to LAL on demand at LAL's request.
- (F) LBI is the registered proprietor of certain of the Trade Marks.

- (G) LAL has assigned the Relevant IPR (as defined below) to LGL.
- (H) NWUL, LAL and LGL have entered into novation agreements in respect of Intra-Group Sale Agreement One and Trade Mark Assignment One pursuant to which LGL has replaced LAL as a party to those agreements.
- (I) LHL, LAL and LGL have entered into a novation agreement in respect of Intra-Group Sale Agreement Two pursuant to which LGL has replaced LAL as a party to that agreement.
- (J) CDBHL, LAL and LGL have entered into a novation agreement in respect of Intra-Group Sale Agreement Three pursuant to which LGL has replaced LAL as a party to that Agreement.
- (K) LHL, CDBHL, LAL and LGL have entered into a novation agreement in respect of Trade Mark Assignment Two pursuant to which LGL has replaced LAL as a party to that agreement.
- (L) NWUL, LHL, CDBHL and LAL have variously agreed to assign their rights, title and interest in and to the legal title to the Trade Marks to LGL pursuant to and in accordance with the terms and conditions of this Assignment and LGL wishes to acquire such rights, title and interest in and to the legal title to the Trade Marks pursuant to and in accordance with the terms and conditions of this Agreement.

IT IS AGREED THAT:

1. Definitions

1.1 In this Assignment the following capitalised words and expressions shall have the following meanings unless the context otherwise requires:

1.1.1 “**Effective Date**” shall mean the date of this Agreement;

1.1.2 “**Intellectual Property Rights**” shall mean all rights of any nature in and to any and all patents, utility models, rights in inventions (whether patentable or not), designs, trade marks (including any goodwill in such trade marks), service marks, business names, company names, trade names, logos, internet domain names, e-mail addresses, copyrights (including rights in computer software), semi-conductor topography rights, moral rights, database rights, rights in know-how, rights in confidential information, rights in discoveries, rights in improvements, rights in techniques, rights in processes, rights in tools, rights in models, rights in concepts, rights in systems and all other intellectual property rights of any nature whatsoever, whether registered or unregistered and including applications for any of the same and the right to apply for any of the same in any country and all extensions and renewals of any of the same and all rights of the same or similar effect or nature which now or in the future may subsist anywhere in the world;

1.1.3 “**Intra-Group Sale Agreement One**” shall mean the intra-group sale agreement relating to business intellectual property and trade marks of NWUL between NWUL and LAL dated 14 August 2006;

- 1.1.4 “**Intra-Group Sale Agreement Three**” shall mean the intra-group sale agreement relating to business intellectual property and trade marks of CDBHL between CDBHL and LAL dated 14 August 2006;
- 1.1.5 “**Intra-Group Sale Agreement Two**” shall mean the intra-group sale agreement relating to business intellectual property and trade marks of LHL between LHL and LAL dated 14 August 2006;
- 1.1.6 “**Parties**” shall mean NWUL, LHL, CDBHL, LBI, LAL and LGL and “**Party**” shall be construed accordingly;
- 1.1.7 “**Relevant IPR**” shall mean all Intellectual Property Rights which are owned by LAL;
- 1.1.8 “**Trade Marks**” shall mean any trade mark registrations and applications and unregistered trade mark rights, the beneficial interest in which was variously assigned by NWUL, LHL and CDBHL to LAL pursuant to Intra-Group Sale Agreement One, Intra-Group Sale Agreement Two, Intra-Group Sale Agreement Three, Trade Mark Assignment One and Trade Mark Assignment Two, as the case may be;
- 1.1.9 “**Trade Mark Assignment One**” shall mean the trade mark assignment between NWUL and LAL dated 14 August 2006; and
- 1.1.10 “**Trade Mark Assignment Two**” shall mean the trade mark assignment between LHL, CDBHL and LAL dated 14 August 2006.

2. **Assignment**

- 2.1 In consideration of the payment of £1 by each of the Parties hereto to each of the others (the receipt and sufficiency of which is hereby acknowledged by the Parties) and the mutual promises exchanged in this Assignment, each of NWUL, LHL, CDBHL and LBI HEREBY ASSIGNS AND TRANSFERS to LGL absolutely all of its rights, title and interest in and to the legal title to the Trade Marks, including, without limitation, in and to the benefit of any applications for registration to which any of such Parties is entitled with the intention that when the applications are granted the registrations will vest in LGL and any common law rights and all the goodwill attaching to any of the Trade Marks to which any of such Parties is entitled, TO HOLD the same unto LGL absolutely.
- 2.2 This Assignment shall include any rights owned by any of NWUL, LHL, CDBHL and/or LBI for LGL to bring proceedings against any third party in respect of any of the Trade Marks (including, without limitation, proceedings against any third party in respect of infringement of any of the Trade Marks, or for passing off, or for otherwise infringing the rights of the relevant Party in respect of any of the Trade Marks, whether such infringement occurs before or after the date of this Assignment) and so claim damages therefor in its own name. NWUL, LHL, CDBHL and LBI each agrees and undertakes to provide LGL (at its request) with all such assistance with any proceedings which may be brought by or against LGL against or by any third party in relation to any of the Trade Marks and LGL shall indemnify such Parties in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing LGL with such assistance.

3. Further Assurance

- 3.1 Each of NWUL, LHL, CDBHL, LBI and LAL covenants that, at the cost and request of LGL, at any time and from time to time following the Effective Date, it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment and the transactions contemplated by this Assignment and to otherwise secure the benefits of the rights hereby assigned including, without limitation, procuring the registration of this Assignment as a transfer with any relevant Intellectual Property Rights' registries.
- 3.2 Without limiting the generality of Clause 3.1 above, NWUL, LHL, CDBHL, LBI and LAL hereby agree and undertake to use reasonable endeavours to procure that, by 12 June 2007:
- 3.2.1 LGL's title to the Trade Marks listed in Schedule 1 to this Agreement, (the "**Listed IPRs**") shall be perfected;
- 3.2.2 the assignments of the Listed IPRs to LGL shall be appropriately recorded against the relevant Intellectual Property Rights registers; and
- 3.2.3 the relevant registers against which details of the Listed IPRs are recorded shall be appropriately updated at the relevant Intellectual Property Rights registries to show LGL as the registered proprietor of the Listed IPRs,
- however, none of NWUL, LHL, CDBHL, LBI and/or LAL shall be liable to LGL in the event that, notwithstanding LAL's reasonable endeavours, any of their obligations as set out in Clauses 3.2.1-3.2.3 inclusive are not wholly or partly discharged by 12 June 2007 for any reason.
- 3.3 The Parties acknowledge and agree that the details of the Listed IPRs included in Schedule 1 to this Assignment may be inaccurate in some respects and may be amended from time to time by the written mutual agreement of the Parties.
- 3.4 Without limiting the generality of Clause 3.1 above, NWUL, LHL, CDBL, LBI and LAL each hereby agree and undertake, at the request of LGL, to appoint LGL as their attorney for the purposes of discharging their obligations pursuant to this Agreement.

4. Governing Law and Jurisdiction

- 4.1 This Assignment shall be governed by English law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1
The Listed IPRs

The Listed IPRs comprise any trade mark registrations or applications which include any of the following marks in respect of Canada, the UK, the USA, Germany and/or Community Trade Marks, the legal title to which is assigned to LGL pursuant to this Assignment by the relevant owners of such legal title:

Yardley
CD Brands
Lypsyl
Vosene
Handsan
Bristow
Brilliant White
Rapid White
Natural White – Europe

A non-exhaustive list of the Listed IPRs is set out below:

Yardley

Jurisdiction	Applicant/ Proprietor	Trade Mark	Application/ Registration Number	Class(es)	Application Date	Status
Canada	LORNAMEAD ACQUISITIONS	YARDLEY	TMDA 55 460		12/08/1932	Registered
Canada	LORNAMEAD ACQUISITIONS	YARDLEY ENGLISH LAVENDER ET.	TMA 409 942		08/06/1989	Registered
Canada	LORNAMEAD ACQUISITIONS	YARDLEY LONDON (UNTER- STRICH)	TMA 543 923		30/07/1998	Registered
Community Trade Mark	Lornamead Acquisitions Limited	YARDLEY (Word)	000120105	03, 05	01/04/1996	Registered
Community Trade Mark	Lornamead Acquisitions Limited	YARDLEY ENGLISH LAVENDER (Word)	000120071	03, 05	01/04/1996	Registered
Germany	Lornamead Acquisitions	YARDLEY	DD 615 585	03	23/12/1954	Registered
Germany	Lornamead Acquisitions	YARDLEY	607 679	03	05/02/1949	Registered
Germany	Lornamead Acquisitions	YARDLEY ENGLISH LAVENDER ET.	1 159 230	03	13/05/1989	Registered
United Kingdom	Lornamead Acquisitions Limited	LAVENDER YARDLEY TIEGEL (logo)	892030	03	17/03/1966	Registered
United Kingdom	Lornamead Acquisitions Limited	YARDLEY	1393106	24, 25	26/07/1989	Registered
United Kingdom	Lornamead Acquisitions Limited	YARDLEY	525 787	03, 05, 21	18/09/1931	Registered
United Kingdom	Lornamead Acquisitions Limited	YARDLEY	1543497	03	30/07/1993	Registered
United Kingdom	Lornamead Acquisitions Limited	YARDLEY	1489127	03	27/01/1992	Registered
United Kingdom	Lornamead Acquisitions Limited	LAVENDER & CO. LTD. BZ (logo)	437420	03	23/03/1923	Registered
United	Lornamead	YARDLEY	1384312	03	11/05/1989	Registered

Kingdom	Acquisitions Limited	ENGLISH LAVENDER ET.(logo)				
United Kingdom	Mülhens GmbH & Co. KG	YARDLEY OF LONDON (logo)	1562749	03	18/02/1994	Registered
United States of America	Lornamead Acquisitions Limited	YARDLEY	2446 688	03, 05	05/12/1997	Registered
United States of America	Lornamead Acquisitions Limited	YARDLEY	1 470 317	03	11/10/1985	Registered
United States of America	Lornamead Acquisitions Limited	YARDLEY ENGLISH LAVENDER	2 448 617	03	21/09/1998	Registered
United States of America	Lornamead Acquisitions Limited	YARDLEY LONDON	3179351	03	31/01/2005	Registered
United States of America	Lornamead Acquisitions Limited	YARDLEY OF LONDON	1 549 739	03	11/10/1988	Registered

CD

Jurisdiction	Applicant/Proprietor	Trade Mark	Application/Registration Number	Class(es)	Application Date	Status
Canada	CD BRAND HOLDINGS LIMITED	CD (Logo)	1,235,180	03	21/10/2004	Pending
Community Trade Mark	CD BRAND HOLDINGS LIMITED	CD (Logo)	003904265	03	25/06/2004	Registered
United Kingdom	CD BRAND HOLDINGS LIMITED	CD (Logo)	2125991	03	08/03/1997	Registered
United States of America	CD BRAND HOLDINGS LIMITED	CD (Logo)	76/610427	03	09/09/2004	Abandoned by client

Lypsyl

Jurisdiction	Applicant/Proprietor	Trade Mark	Application/Registration Number	Class(es)	Application Date	Status
Canada	LYPSYL	LYPSYL	TMA	03	23/07/2002	Registered

	HOLDINGS LIMITED	CONDITION & PROTECT (Word)	614886			
Canada	LYPSYL HOLDINGS LIMITED	LYPSYL MOISTURE BURST (Word)	TMA 614429	03	18/04/2002	Registered
Canada	LYPSYL HOLDINGS LIMITED	LYPSYL NATURALS (Word)	TMA 637, 977	03	28/08/2003	Registered
Canada	LYPSYL HOLDINGS LIMITED	LYPSYL (Word)	TMDA 021573	03	20/03/1916	Registered
Canada	LYPSYL HOLDINGS LIMITED	LYPSYL (Word)	NFLD 002844	03	27/12/1946	Registered
Canada	LYPSYL HOLDINGS LIMITED	LYPSYL-AID OINTMENT (Word)	TMA 637434	03	18/04/2002	Registered
Community Trade Mark	LYPSYL HOLDINGS LIMITED	LYPSYL (word)	00232026 5	03, 05	27/07/2001	Opposition Pending
United States of America	LYPSYL HOLDINGS LIMITED	LYPSYL CONDITION & PROTECT (Word)	76/463752	03	04/11/2002	Abandoned by client
United States of America	LYPSYL HOLDINGS LIMITED	LYPSYL MOISTURE BURST (Word)	76/463751	03	04/11/2002	Abandoned by client
United States of America	LYPSYL HOLDINGS LIMITED	LYPSYL (Word)	0021085	03	12/04/1992	Registered
United States of America	LYPSYL HOLDINGS LIMITED	LYPSYL-AID (Word)	76/463750	03, 05	04/11/2002	Abandoned by client

Vosene

Jurisdiction	Applicant/ Proprietor	Trade Mark	Application/ Registration Number	Class(es)	Application Date	Status
Germany	LORNAMEAD ACQUISITIONS	VOSENE	947 251	03, 05	15/02/1974	Registered
Germany	LORNAMEAD ACQUISITIONS	VOSENE	701 930	03, 05	26/06/1956	Abandoned by client
United Kingdom	Lornamead Acquisitions Limited	VOSENE	1094912	05	02/05/1978	Registered

United Kingdom	Lornamead Acquisitions Limited	VOSENE	750142	05	20/01/1956	Registered
United Kingdom	Lornamead Acquisitions Limited	VOSENE	613894	03	23/01/1941	Registered
United Kingdom	Lornamead Acquisitions Limited	VOSENE	1094911	03	02/05/1978	Registered
United Kingdom	Lornamead Acquisitions Limited	VOSENE TIMES 2	1153066	03	24/04/1981	Registered
United States of America	Lornamead Acquisitions Limited	VOSENE (logo)	77130832	03	14/03/2007	Pending
United States of America	Lornamead Acquisitions Limited	VOSENE (word)	78/952,552	03	15/08/2006	Pending

Handsan

Jurisdiction	Applicant/ Proprietor	Trade Mark	Application/ Registration Number	Class(es)	Application Date	Status
Canada	Lornamead Acquisitions Limited	HANDSAN	276 704	03	26/03/1982	Registered
Germany	LORNAMEAD ACQUISITIONS	HANDSAN	IR R 436 446	03	15/03/1978	Registered
Germany	LORNAMEAD ACQUISITIONS	HANDSAN	1 056 058	03	28/05/1983	Registered
Germany	LORNAMEAD ACQUISITIONS	HANDSAN	870 965	03	09/04/1969	Registered
Germany	LORNAMEAD ACQUISITIONS	HANDSAN CZ	1 056 059	03	28/05/1983	Registered

Bristow

Jurisdiction	Applicant/ Proprietor	Trade Mark	Application/ Registration Number	Class(es)	Application Date	Status
Germany	LORNAMEAD ACQUISITIONS	BRISTOW'S	956 369	03, 05	24/06/1976	Abandoned by client
United Kingdom	Lornamead Acquisitions Limited	BRISTOW	686079	03	03/02/1950	Registered
United Kingdom	Lornamead Acquisitions Limited	BRISTOWS	712352	21	17/11/1952	Registered
United	Lornamead	BRISTOWS	712351	05	17/11/1952	Registered

Kingdom	Acquisitions Limited					
United Kingdom	Lornamead Acquisitions Limited	BRISTOWS	712350	03	17/11/1952	Registered
United Kingdom	Lornamead Acquisitions Limited	BRISTOW'S	686084	21	03/02/1950	Registered
United Kingdom	Lornamead Acquisitions Limited	BRISTOW'S	686082	03	03/02/1950	Registered
United Kingdom	Lornamead Acquisitions Limited	BRISTOW'S	686083	05	03/02/1950	Registered
United Kingdom	LORNAMEAD ACQUISITIONS	BRISTOWS BASIC BEAUTY	1043672	03	14/03/1975	Examination in progress
United Kingdom	LORNAMEAD ACQUISITIONS	BRISTOWS CZ	1043350	03		Abandoned by client
United Kingdom	LORNAMEAD ACQUISITIONS	BRISTOWS CZ	1043352	03		Abandoned by client
United Kingdom	LORNAMEAD ACQUISITIONS	BRISTOWS CZ	1043351	03		Abandoned by client
United Kingdom	Lornamead Acquisitions Limited	BRISTOWS DEEP SHINE	1151950	03	04/04/1981	Registered
United Kingdom	Lornamead Acquisitions Limited	BRISTOWS FREE & LOVELY	927658	03	05/07/1968	Registered
United Kingdom	Lornamead Acquisitions Limited	BRISTOWS FREE & LOVELY	927659	05	05/07/1968	Registered
United Kingdom	Lornamead Acquisitions Limited	BRISTOWS FREE & LOVELY	928985	05	02/08/1968	Registered
United Kingdom	Lornamead Acquisitions Limited	BRISTOWS SOFT GLOW	938130	03	12/11/1971	Registered
United Kingdom	Lornamead Acquisitions Limited	BRISTOWS STAR SPRAY	784816	03	05/12/1958	Registered
United Kingdom	LORNAMEAD ACQUISITIONS	BRISTOWS STAY NATURAL	971999	03		Abandoned by client
United Kingdom	Lornamead Acquisitions Limited	FREE & LOVELY BY BRISTOWS	928984	03	02/08/1968	Registered
United Kingdom	Lornamead Acquisitions Limited	MATCH MAKER BY BRISTOWS	905139	03	07/02/1967	Registered

United Kingdom	Loramead Acquisitions Limited	MIX 'N' MATCH BY BRISTOWS	905141	03	07/02/1967	Registered
United Kingdom	Loramead Acquisitions Limited	NATURAL MATCH BY BRISTOWS	905140	03	07/02/1967	Registered

Whitening Range

Jurisdiction	Applicant/ Proprietor	Trade Mark	Application / Registration Number	Class(es)	Application Date	Status
Canada	LORNAMEAD BRANDS INC	3 IN 3 (Word)	628866	03	18/02/2003	Registered
Canada	LORNAMEAD BRANDS INC	BRILLIANT (Logo)	TMA 542521	03	16/03/2006	Registered
Canada	LORNAMEAD BRANDS INC	DSOLVE (Logo)	1,228,578	03	27/08/2004	Pending
Canada	LORNAMEAD BRANDS INC	ELECTRIC WHITE (Word)	1,221,446	03		Abandoned by client
Canada	LORNAMEAD BRANDS INC	GOOD2GO (Word)	1203753	03	21/01/2004	Abandoned by client
Canada	LORNAMEAD BRANDS INC	HEALTHY BRIGHT (Word)	1173300	03	02/04/2003	Abandoned by client
Canada	LORNAMEAD BRANDS INC	NATURAL FORMING MOUTHTRAY (Word)	1,203,796	03	21/01/2004	Abandoned by client
Canada	LORNAMEAD BRANDS INC	NATURAL WHITE (Logo)	1308051	03	06/07/2006	Pending
Canada	LORNAMEAD BRANDS INC	NATURAL WHITE (Word)	TMA 459660	03	25/02/1994	Registered
Canada	LORNAMEAD BRANDS INC	NATURAL WHITE EXTREME	TMA 589410	03	09/11/2001	Registered
Canada	LORNAMEAD BRANDS INC	OXYGEN PLUS (Word)	1168424	03	18/02/2003	Pending
Canada	LORNAMEAD BRANDS INC	RAPID WHITE (Logo)	515480	03	22/04/1998	Registered
Canada	LORNAMEAD BRANDS INC	RAPID WHITE (Word)	1208074	03	06/07/2006	Pending
Canada	LORNAMEAD BRANDS INC	REVIVE WHITE (Word)	1203752	03	21/01/2004	Abandoned by client
Canada	LORNAMEAD BRANDS INC	SHADEGUIDE (Word)	1170916	03	12/03/2003	Abandoned by client
Canada	LORNAMEAD BRANDS INC	SHADES OF THINGS TO	1,203,797	03	21/01/2004	Pending

Canada	LORNAMEAD BRANDS INC	COME (Word) SMILE WHITENING (Word)	1170915	03	12/03/2003	Abandoned by client
Canada	LORNAMEAD BRANDS INC	SOMETHING TO SMILE ABOUT (Word)	1203757	03	21/01/2004	Abandoned by client
Canada	LORNAMEAD BRANDS INC	TWIST 'N SMILE (Word)	1204583	03	29/01/2004	Pending
Canada	LORNAMEAD BRANDS INC	WAKE UP TO A WHITER SMILE (Word)	1183200	03	03/07/2003	Abandoned by client
Canada	LORNAMEAD BRANDS INC	WHITENESS AND WELLNESS (Word)	1181974	03	20/06/2003	Abandoned by client
Community Trade Mark	Natural White (UK) Limited (Staines)	3 IN 3	003118403	03	31/01/2003	Registered
Community Trade Mark	Lornamead Acquisitions Limited	BRILLIANT (stylised)	005269667	03	22/08/2006	Examination in Progress
Community Trade Mark	Lornamead Acquisitions Limited	BRILLIANT (Word)	5258157	03	15/08/2006	Application filed
Community Trade Mark	Lornamead Acquisitions Limited	BRILLIANT SENSITIVE (Word)	003785359	03	21/04/2004	Registered
Community Trade Mark	Natural White (UK) Limited (Staines)	DSOLVE (Word)	004125506	03	18/11/2004	Abandoned by client
Community Trade Mark	LORNAMEAD BRANDS INC	ELECTRIC WHITE (Word)	003751419	03	08/04/2004	Registered
Community Trade Mark	Natural White (UK) Limited (Staines)	EXTREME (Word)	003118701	03	31/03/2003	Registered
Community Trade Mark	Natural White (UK) Limited (Staines)	HEALTHY BRIGHT (Word)	003122983	03	03/04/2003	Registered
Community Trade Mark	Natural White (UK) Limited (Staines)	NATURAL FORMING MOUTHRAY (Word)	003118742	03	31/03/2003	Registered
Community Trade Mark	NATURAL WHITE INC.	NATURAL WHITE (Word)	000244285	03	30/04/1996	Abandoned by client
Community Trade Mark	IDEX DENTAL SCIENCES, INC.	RAPIDWHITE (Word)	00305557	03	15/07/1996	Registered
Community Trade Mark	LORNAMEAD BRANDS INC	RAPIDWHITE SENSITIVE	003786001	03	21/04/2004	Abandoned by client

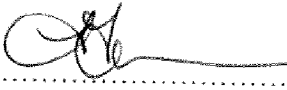
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Community Trade Mark	Natural (UK) (Staines)	White Limited	SHADE CONTROL (Word)	003118651	03	31/03/2003	Registered
Community Trade Mark	Natural (UK) (Staines)	White Limited	SHADEGUIDE (Word)	003118676	03	31/03/2003	Registered
Community Trade Mark	Natural (UK) (Staines)	White Limited	SHADES OF THINGS TO COME (Word)	003118734	03	31/03/2003	Registered
Community Trade Mark	Natural (UK) (Staines)	White Limited	SMILE WHITENING (Word)	003118726	03	31/03/2003	Abandoned by client
Community Trade Mark	Natural (UK) (Staines)	White Limited	SOMETHING TO SMILE ABOUT (Word)	003600426	03	22/01/2004	Abandoned by client
Community Trade Mark	Natural (UK) (Staines)	White Limited	WAKE UP TO A WHITER SMILE (Word)	003248333	03	30/06/2003	Registered
Community Trade Mark	Natural (UK) (Staines)	White Limited	WHITENESS AND WELLNESS (Word)	003243094	03	26/06/2003	Registered
Germany	LORNAMEAD BRANDS INC.		NATURAL WHITE BRILLIANT (Logo)	39757673	03	02/12/1997	Abandoned by client
Germany	LORNAMEAD BRANDS INC.		NATURAL WHITE (Word)	26408	03	25/02/1994	Abandoned by client
Germany	LORNAMEAD BRANDS INC.		ORALVITE (Word)	39924234	03	27/04/1999	Registered
Germany	LORNAMEAD BRANDS INC.		RAPID WHITE SENSITIVE (Word)	30357110	03	03/11/2003	Registered
Germany	LORNAMEAD BRANDS INC.		RAPIDWHITE (Word)	39656267	03	27/12/1996	Registered
United Kingdom	Lornamead Acquisitions Limited		BRILLIANT (Stylized)	2420807	03	02/05/2006	Application filed
United Kingdom	Lornamead Acquisitions Limited		BRILLIANT (Word)	2419739	03	20/04/2006	Examination in Progress
United Kingdom	LORNAMEAD BRANDS INC.		LIGHTENING WHITE (Word)	2218802	03	05/01/2000	Registered
United Kingdom	LORNAMEAD BRANDS INC.		NATURAL WHITE (Label)	2050391	03	06/01/1996	Abandoned by client
United Kingdom	LORNAMEAD BRANDS INC.		NATURAL WHITE (Word)	2050442	03	19/02/1994	Abandoned by client
United	LORNAMEAD		NATURAL	1562905	03	19/02/1994	Abandoned

Kingdom	BRANDS INC.	WHITE (Word)				by client
United Kingdom	LORNAMEAD BRANDS INC.	NATURAL WHITE BRILLIANT (Logo)	2149172	03	28/10/1997	Abandoned by client
United Kingdom	LORNAMEAD BRANDS INC.	ORALVITE (Word)	2191395	03	11/03/1999	Registered
United Kingdom	LORNAMEAD BRANDS INC.	RAPIDWHITE (Series of 3)	2151892	03	25/11/1997	Registered
United Kingdom	LORNAMEAD BRANDS INC.	RAPIDWHITE (Word)	2119494	03	24/12/1996	Registered
United States of America	LORNAMEAD BRANDS INC.	3 IN 3 (Word)	2967686	03	20/02/2003	Registered
United States of America	LORNAMEAD BRANDS INC.	BRILLIANT (Logo)	75/542394	03	26/08/1998	Abandoned by client
United States of America	LORNAMEAD BRANDS INC.	DSOLVE (Word)	76/609887	03	02/09/2004	Registered
United States of America	LORNAMEAD BRANDS INC.	ELECTRIC WHITE (Word)	76-587,481	05	19/04/2004	Abandoned by client
United States of America	LORNAMEAD BRANDS INC.	GOOD2GO (Word)	76571713	03	23/01/2004	Abandoned by client
United States of America	LORNAMEAD BRANDS INC.	HEALTHY BRIGHT (Word)	76/503320	03	02/04/2003	Abandoned by client
United States of America	LORNAMEAD BRANDS INC.	NATURAL FORMING MOUTHTRAY (Word)	76/502012	03	28/03/2003	Abandoned by client
United States of America	LORNAMEAD BRANDS INC.	NATURAL WHITE (Word)	2,078,448	03	18/09/1995	Registered
United States of America	LORNAMEAD BRANDS INC.	NATURAL WHITE EXTREME (Word)	2652569	03	16/03/2001	Registered
United States of America	LORNAMEAD BRANDS INC.	RAPIDWHITE (Word)	2,102,103	03	22/01/1996	Registered
United States of America	NATURAL WHITE (UK) LIMITED	REVIVE WHITE (Word)	76/571719	03	23/01/2004	Abandoned by client
United States of America	LORNAMEAD BRANDS INC.	SHADE CONTROL (Word)	76/494890	03	06/03/2003	Abandoned by client
United States of America	LORNAMEAD BRANDS INC.	SHADEGUIDE (Word)	76/504292	03	07/04/2003	Abandoned by client
United States of America	LORNAMEAD BRANDS INC.	SHADES OF THINGS TO COME (Word)	76/502013	03	28/03/2003	Abandoned by client
United States of America	NATURAL WHITE (UK) LIMITED	SMILE WHITENING (Word)	76/504291	03	07/04/2003	Pending


United States of America	LORNAMEAD BRANDS INC.	SMILE (Device)	2,004,282	03	18/09/1995	Registered
United States of America	LORNAMEAD BRANDS INC.	SOFT POLISH (Word)	2407043	03	17/11/1998	Registered
United States of America	LORNAMEAD BRANDS INC.	SOMETHING TO SMILE ABOUT (Word)	76/571715	03	23/01/2004	Abandoned by client
United States of America	Natural White (UK) Limited	TWIST 'N SMILE (Word)	3,018,334	03	02/02/2004	Registered
United States of America	LORNAMEAD BRANDS INC.	WAKE UP TO A WHITER SMILE	76/528068	03	07/07/2003	Abandoned by client
United States of America	LORNAMEAD BRANDS INC.	WARM AND FORM	2451678	03	11/02/1999	Registered
United States of America	LORNAMEAD BRANDS INC.	WHITENESS & WELLNESS (Word)	76/525009	03	23/06/2003	Abandoned by client

IN WITNESS WHEREOF, this Assignment has been executed by the Parties on the day and year first above written:

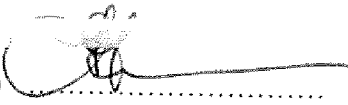
SIGNED by
for and on behalf of
NATURAL WHITE (UK) LIMITED
in the presence of:

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)
) Director
)
)

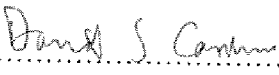
SIGNED by
for and on behalf of
LYPSYL HOLDINGS LIMITED
in the presence of:

) 
)
) Director
)
)

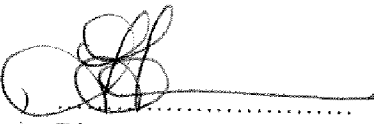
SIGNED by
for and on behalf of
CD BRAND HOLDINGS LIMITED
in the presence of:

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)
) Director
)
)

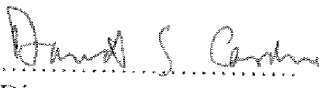
SIGNED by
for and on behalf of
LORNAMEAD BRANDS INC.
in the presence of:

) 
)
) Director
)
)

SIGNED by
for and on behalf of
LORNAMEAD ACQUISITIONS LIMITED
in the presence of:

) 
)
) Director
)
)

SIGNED by
for and on behalf of
LORNAMEAD GROUP LIMITED
in the presence of:

) 
)
) Director
)
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