

**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:	09/12/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Caswell-Massey Co., Ltd.		09/12/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	CM Equitium IP, LLC
Street Address:	1001 Brickell Bay Drive, Suite 244
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1119488	CASWELL-MASSEY
Registration Number:	1303226	CASWELL-MASSEY
Registration Number:	1924989	CASWELL-MASSEY AMERICA'S OLDEST CHEMISTS AND PERFUMERS ESTABLISHED 1752
Registration Number:	2244845	DR. HUNTER'S
Registration Number:	2639888	DR. HUNTER'S ORIGINAL REMEDIES
Registration Number:	2007234	ELIXIR OF LOVE
Registration Number:	2289596	FAIR OF FACE
Registration Number:	2873432	GIFTS OF THE SEA
Registration Number:	3202469	GIFTS OF THE SEA
Registration Number:	2189681	HOT PATCHOULI
Registration Number:	1924983	NUMBER SIX
Registration Number:	2243268	SECRETS WORTH KNOWING

CH \$390.00 1119488

Registration Number:	2549108	THE FRAGRANT WORLD OF CASWELL-MASSEY
Registration Number:	1127138	THE FRAGRANT WORLD OF CASWELL-MASSEY
Registration Number:	2353729	TRICORN

**CORRESPONDENCE DATA**

Fax Number: (561)659-6313  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 561-653-5000  
Email: carol.cavallerano@akerman.com, pablo.meles@akerman.com  
Correspondent Name: Pablo Meles, Akerman Senterfitt  
Address Line 1: 222 Lakeview Avenue, Fourth Floor  
Address Line 4: West Palm Beach, FLORIDA 33401-6183

ATTORNEY DOCKET NUMBER:	9919-2
NAME OF SUBMITTER:	Pablo Meles
Signature:	/Pablo Meles/
Date:	10/09/2007

**Total Attachments: 9**  
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this ~~12th~~ 24th day of September, 2007, by and between Caswell-Massey Co., Ltd., a New York corporation (the "Assignor"), and CM Equitium IP, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

WHEREAS, Assignor, Assignee and the other parties thereto have entered into the Asset Purchase Agreement, dated as of September ~~12th~~ 2007 (the "Asset Purchase Agreement"), pursuant to which Assignee has acquired all of Assignor's right, title and interest in and to the domestic and foreign trademarks, services marks and logos, and any registrations or pending applications associated therewith, that are listed in Schedule A hereto (collectively, the "Assigned Trademarks").

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

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all goodwill associated therewith or symbolized thereby, all common law trademark rights related thereto, together with the right to sue and recover damages for future, present and past infringements thereof and to fully and entirely stand in the place of Assignor in all matters related thereto. With respect to any intent-to-use U.S. applications comprised within the Assigned Trademarks, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, in connection with which the Assignee has a bona fide intention to use the trademarks applied for in such intent-to-use U.S. applications is also being transferred to Assignee pursuant to the Asset Purchase Agreement. This Assignment is intended to be an absolute assignment and not by way of security.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. Assignee, or its successors or assigns, as the case may be, shall be responsible for all reasonable out-of-pocket costs and expenses incurred by Assignor in executing and delivering any of the foregoing, which costs and expenses.

3. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflicts of law provision that would cause the application of the laws of any jurisdiction other than the State of New York. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by each party hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their

assigns, transferees and successors. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute on and the same instrument.

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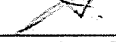
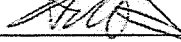


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CASWELL-MASSEY CO., LTD.

By: \_\_\_\_\_  
Name:  
Title:

CM EQUITIUM IP, LLC

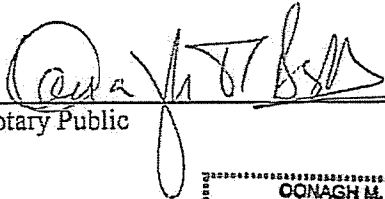
By:   \_\_\_\_\_  
Name: AMIR R. AMIR  
Title: PRESIDENT

State of FLORIDA )

SS.:

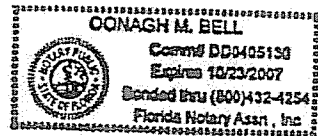
County of BROWARD )

On the 29<sup>th</sup> day of September in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark L. Seigel, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_



SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

ASSIGNED TRADEMARKS



Trademark	Country	Appln./Registration No.	Next Renewal/Expiration Date
CASWELL-MASSEY	Australia	388882	18-Mar-14
CASWELL-MASSEY	Austria	111933	7-Mar-16
CASWELL-MASSEY	Benelux	414306	11-Sep-15
CASWELL-MASSEY	Brazil	817905227	28-Sep-09
CASWELL-MASSEY	Canada	459685	21-Jun-11
CASWELL-MASSEY	Canada	327721	22-May-17
CASWELL-MASSEY	Chile	477192	17-Jan-17
CASWELL-MASSEY	China (Peoples Republic)	722238	26-Dec-14
CASWELL-MASSEY	Colombia	236865	11-May-11
CASWELL-MASSEY	Denmark	VR198702979	25-Sep-17
CASWELL-MASSEY	Egypt	91692	24-Jul-14
CASWELL-MASSEY	El Salvador	32/96/65-66	6-Sep-09
CASWELL-MASSEY	France	93/472798	18-Jun-13
CASWELL-MASSEY	Germany	2,098,449	23-Jun-14
CASWELL-MASSEY	Germany	1073516	4-Nov-12
CASWELL-MASSEY	Greece	80975	4-Nov-15
CASWELL-MASSEY	Hong Kong	B01855	28-Apr-14
CASWELL-MASSEY	India	795747	20-Mar-08
CASWELL-MASSEY	Indonesia	389634	15-Sep-17
CASWELL-MASSEY	Ireland	122890	19-Sep-15
CASWELL-MASSEY	Israel	61873	19-Sep-20
CASWELL-MASSEY	Italy	446251	12-Sep-15
CASWELL-MASSEY	Japan	1859459	23-Apr-16
CASWELL-MASSEY	Jordan	61313	26-Feb-11
CASWELL-MASSEY	Jordan	61314	26-Feb-11
CASWELL-MASSEY	Korea, Republic of	40-0340080	23-May-16
CASWELL-MASSEY	Korea, Republic of	357885	14-Mar-17
CASWELL-MASSEY	Kuwait	5554	24-Sep-16
CASWELL-MASSEY	Latvia	M43538	20-Mar-08

Trademark	Country	Appln./Registration No.	Next Renewal/Expiration Date
CASWELL-MASSEY	Malaysia	95/00559	18-Jan-12
CASWELL-MASSEY	Mexico	486696	13-Jul-04
CASWELL-MASSEY	New Zealand	161026	16-Sep-16
CASWELL-MASSEY	Norway	127571	15-Jan-17
CASWELL-MASSEY	Philippines	41995099996	1-Jul-24
CASWELL-MASSEY	Portugal	327874	30-Nov-11
CASWELL-MASSEY	Portugal	232247	8-May-12
CASWELL-MASSEY	Puerto Rico	37663	13-Feb-17
CASWELL-MASSEY	Russian Federation	158401	21-May-16
CASWELL-MASSEY	Saudi Arabia	36767	22-May-14
CASWELL-MASSEY	Singapore	B10479/94	2-Dec-14
CASWELL-MASSEY	Switzerland	342353	19-Jun-15
CASWELL-MASSEY	Taiwan	349313	16-Dec-16
CASWELL-MASSEY	Taiwan	351183	1-Jan-17
CASWELL-MASSEY	Thailand	KOR109985	11-Jun-16
CASWELL-MASSEY	Turkey	166398	1-Dec-15
CASWELL-MASSEY	United Arab Emirates	166398	7-Aug-16
CASWELL-MASSEY	United Kingdom	1180907	27-Aug-13
CASWELL-MASSEY	United States of America	1119488	5-Jan-09
CASWELL-MASSEY	United States of America	1303226	30-Oct-14
CASWELL-MASSEY & Design	China (Peoples Republic)	723274	5-Jan-15
CASWELL-MASSEY AMERICA'S OLDEST CHEMISTS AND PERFUMERS ESTABLISHED 1752	Hong Kong	951B01854	28-Apr-14
CASWELL-MASSEY AMERICA'S OLDEST CHEMISTS AND PERFUMERS ESTABLISHED 1752	United States of America	1924989	10-Oct-15
CASWELL-MASSEY AMERICA'S OLDEST CHEMISTS AND PERFUMERS ESTABLISHED 1752	China (Peoples Republic)	723256	5-Jan-15
CASWELL-MASSEY II & Design	United Kingdom	1241258	3-May-16
CASWELL-MASSEY NEWPORT	United Kingdom	1238317	21-Mar-16
CASWELL-MASSEY NUMBER SIX	United States of America	2244845	11-May-09
DR. HUNTERS			

Trademark	Country	Appln./Registration No.	Next Renewal/Expiration Date
DR. HUNTER'S ORIGINAL REMEDIES	United States of America	2639888	22-Oct-12
ELIXIR OF LOVE	United States of America	2007234	8-Oct-16
FAIR OF FACE	United States of America	2289596	26-Oct-09
GIFTS OF THE SEA	United States of America	2873432	17-Aug-14
GIFTS OF THE SEA	United States of America	3202469	23-Jan-17
HOT PATCHOULI	United States of America	2189681	15-Sep-08
NUMBER SIX	United States of America	1924983	10-Oct-15
PERIODON	United Kingdom	1305027	25-Mar-08
SECRETS WORTH KNOWING	United States of America	2243268	4-May-09
THE FRAGRANT WORLD OF CASWELL-MASSEY & Design	United States of America	2549108	19-Mar-12
THE FRAGRANT WORLD OF CASWELL-MASSEY & Design	United States of America	1127138	27-Nov-09
TRICORN	United States of America	2353729	30-May-10