

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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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
Internal Address:	Camberley
City:	Surrey
State/Country:	UNITED KINGDOM
Postal Code:	GU15 3HL
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1345435	WOODS OF WINDSOR

CORRESPONDENCE DATA

Fax Number: (937)449-6405
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9374496405
 Email: anna.vislosky@dinslaw.com
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ATTORNEY DOCKET NUMBER:	LOU 0024 TA
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DOMESTIC REPRESENTATIVE

Name:

OP \$40.00 1345435

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kimberly Gambrel

Signature:

/Kimberly Gambrel/

Date:

02/15/2008

Total Attachments: 20

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8th May 2007

LORNAMEAD ACQUISITIONS LIMITED
(as "LAL")

and

LORNAMEAD GROUP LIMITED
(as "LGL")

**GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY
RIGHTS**

relating to:

the assignment of all Intellectual Property Rights owned by LAL to LGL.

McDERMOTT WILL & EMERY UK LLP
7 Bishopsgate
London
EC2N 3AR

Tel: 020 7577 6900
Fax: 020 7577 6950

TRADEMARK
REEL: 003720 FRAME: 0058

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THIS ASSIGNMENT is made on the eighth day of May 2007

BETWEEN:

- (1) **LORNAMEAD ACQUISITIONS 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 05279065), ("LAL"); and
- (2) **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) LAL owns the Relevant IPR (as defined below).
- (B) ~~The Relevant IPR~~ includes, without limitation, certain trade marks and patent rights, both registered and unregistered and also includes certain applications for registration.
- (C) LAL created certain of the Relevant IPR and, in some cases, has registered or made applications for registration in respect of the Relevant IPR.
- (D) LAL also acquired certain of the Relevant IPR (the Acquired IPRs (as defined below)) pursuant to the Intra-Group Transfers (as defined below) and the Third Party Transactions (as defined below).
- (E) In some cases the assignments to LAL of title to certain of the applications and registrations comprising the Acquired IPRs have not been fully perfected, the relevant assignments of such Acquired IPRs have not been recorded against the relevant Intellectual Property Rights registers and/or such registers in respect of such Acquired IPRs have not been updated at the relevant Intellectual Property Rights registries, meaning that various third parties and not LAL are shown as the registered proprietors in respect of certain of the Acquired IPRs, notwithstanding the assignment of such Acquired IPRs to LAL.
- (F) LAL wishes to assign all of the Relevant IPR (as defined below) to LGL for the consideration and in accordance with the terms and conditions set out in this Assignment.
- (G) LGL wishes to acquire all of the Relevant IPR from LAL for the consideration and in accordance with the terms and conditions set out in this Assignment.
- (H) The Parties have agreed that LAL shall assign the Relevant IPR to LGL in accordance with the terms and conditions set out below.
- (I) The Parties have further agreed that LAL shall execute and procure the execution from any relevant third party of such deeds or documents and do or procure the doing by any relevant third party of such acts or things as may be necessary or desirable to give effect to this Assignment and the transactions contemplated by this Assignment in accordance with the terms and conditions of this Assignment.

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 “**Acquired IPRs**” shall mean any Intellectual Property Rights which were acquired by LAL pursuant to the Intra Group Transfers and/or the Third Party Transactions;
 - 1.1.2 “**Effective Date**” shall mean the date of this Assignment;
 - 1.1.3 “**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, 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;
 - 1.1.4 “**Intra-Group Transfers**” shall mean certain intra group transfers pursuant to which LAL acquired certain Intellectual Property Rights;
 - 1.1.5 “**Listed Assignment Agreements**” shall mean those Intra-Group Transfers and Third Party Transactions, short details of which are set out at Schedule 3 below;
 - 1.1.6 “**Parties**” shall mean 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 including, but not limited to, those Intellectual Property Rights short details of which are set out at Schedule 1 to this Assignment and further including, without limitation and for the avoidance of doubt, the Acquired IPRs; and
 - 1.1.8 “**Third Party Transactions**” shall mean certain assignments from various third party assignors which did not form part of LAL’s group of companies as at the date of the relevant assignments pursuant to which LAL acquired certain Intellectual Property Rights.

2. Assignment

- 2.1 In consideration of the allotment of twenty five million, one hundred and twenty thousand (25,120,000) ordinary shares of one pound sterling (£1) each in the share capital of LGL at a premium of twenty five pence sterling (£0.25) per share by LGL to LAL (amounting to a total consideration of thirty one million, four hundred thousand pounds sterling (£31,400,000)), (the receipt and sufficiency of which is hereby acknowledged by the Parties), LAL HEREBY ASSIGNS AND TRANSFERS to LGL absolutely all of the Relevant IPR and all and any of its rights, title and interest in and to the Relevant IPR, including, without limitation, in and to the benefit of any applications for registration to which LAL 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 Relevant IPR to which LAL is entitled, TO HOLD the same unto LGL absolutely.
- 2.2 This Assignment shall include any rights owned by LAL for LGL to bring proceedings against any third party in respect of any of the Relevant IPR (including, without limitation, proceedings against any third party in respect of infringement of any of the Relevant IPR, or for passing off, or for otherwise infringing the rights of LAL in respect of any of the Relevant IPR, whether such infringement occurs before or after the date of this Assignment) and so claim damages therefor in its own name. LAL 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 Relevant IPR which is assigned to LGL pursuant to this Assignment and LGL shall indemnify LAL in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing LGL with such assistance.

3. Acknowledgement

- 3.1 The Parties acknowledge and agree that:
- 3.1.1 in some cases the assignments to LAL of title to certain of the applications and registrations comprising the Acquired IPRs have not been fully perfected;
- 3.1.2 in some cases the assignments of such Acquired IPRs have not been appropriately recorded against the relevant Intellectual Property Rights registers;
- 3.1.3 in some cases the relevant registers against which details of such Acquired IPRs are recorded have not been appropriately updated at the relevant Intellectual Property Rights registries;
- 3.1.4 in some cases various third parties and not LAL are shown on such registers as the registered proprietors in respect of such Acquired IPRs, notwithstanding the assignment of such Acquired IPRs to LAL pursuant to the Intra Group Transfers and the Third Party Transactions; and
- 3.1.5 consequently the details of the Relevant IPR (including, without limitation, the Listed IPRs) included in Schedule I 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.

4. Further Assurance

4.1 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 execution of any necessary documentation by any third parties who are currently listed incorrectly as the registered proprietors of any of the Relevant IPR in Schedule 1 to this Assignment and further including, without limitation, procuring the registration of this Assignment as a transfer with any relevant Intellectual Property Rights' registries.

4.2 Without limiting the generality of Clause 4.1 above, LAL hereby agrees and undertakes to use reasonable endeavours to procure that, by 12 June 2007:

4.2.1 LGL's title to the Relevant IPR listed in Schedule 2 to this Assignment, (the "**Listed IPRs**") shall be perfected;

4.2.2 the assignments of the Listed IPRs to LGL shall be appropriately recorded against the relevant Intellectual Property Rights registers; and

4.2.3 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, LAL shall not be liable to LGL in the event that, notwithstanding LAL's reasonable endeavours, any of LAL's obligations as set out in Clauses 4.2.1-4.2.3 inclusive are not wholly or partly discharged by 12 June 2007 for any reason.

4.3 Without limiting the generality of Clause 4.1 above, LAL hereby agrees and undertakes to use reasonable endeavours to procure that LAL shall enter into novation agreements with LGL and the relevant assignors of any Acquired IPRs in respect of the Listed Assignment Agreements in order that the benefit of any rights granted to LAL pursuant to any such Listed Assignment Agreements are transferred to LGL and any obligations owed by such third party assignors to LAL pursuant to such Listed Assignment Agreements shall be owed to LGL, however, LAL shall not be liable to LGL in the event that, notwithstanding LAL's reasonable endeavours, such novation agreements are not entered into for any reason.

4.4 Without limiting the generality of Clause 4.1 above, LAL hereby agrees and undertakes, at the request of LGL, to appoint LGL as LAL's attorney for the purposes of discharging LAL's obligations pursuant to this Assignment.

5. Governing Law and Jurisdiction

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

SCHEDULE 1
The Relevant IPR

SCHEDULE 2
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 and which are owned by LAI, and assigned to LGL pursuant to this Assignment:

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	LAVENDER & CO. LTD.	437420	03	23/03/1923	Registered

	Limited	BZ (logo)				
United Kingdom	Lornamead Acquisitions Limited	YARDLEY ENGLISH LAVENDER ET.(logo)	1384312	03	11/05/1989	Registered
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 OF LONDON				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

Lypsvl

Jurisdiction	Applicant/Proprietor	Trade Mark	Application/Registration	Class(es)	Application Date	Status

Canada	LYPSYL HOLDINGS LIMITED	LYPSYL CONDITION & PROTECT (Word)	TMA 614886	03	23/07/2002	Registered
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	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	Lornamead	VOSENE	1094912	05	02/05/1978	Registered

Kingdom	Acquisitions Limited					
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)	78132332	03	13/08/2006	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	BRISTOWS	712352	21	17/11/1952	Registered

	Limited					
United Kingdom	Lornamead Acquisitions Limited	BRISTOWS	712351	05	17/11/1952	Registered
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 LIMITED	BRISTOWS	1043672	03	14/02/1975	Abandoned by client
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	BEAUTY				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	MATCH	905139	03	07/02/1967	Registered

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

Whitening Range

Jurisdiction	Applicant/ Proprietor	Trade Mark	Application / Registratio n Number	Class(es)	Application Date	Status
Canada	LORNAMEAD BRANDS INC	3 IN 3 (Word)	678866	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 COME (Word)	1,203,797	03	21/01/2004	Pending
Canada	LORNAMEAD BRANDS INC	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	1181974	03	20/06/2003	Abandoned
		WHITENESS (Word)				
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 (Word)	003786001	03	21/04/2004	Abandoned by client
Community Trade Mark	Natural White (UK) Limited (Staines)	SHADE CONTROL (Word)	003118651	03	31/03/2003	Registered
Community Trade Mark	Natural White (UK) Limited (Staines)	SHADEGUIDE (Word)	003118676	03	31/03/2003	Registered
Community Trade Mark	Natural White (UK) Limited (Staines)	SHADES OF THINGS TO COME (Word)	003118734	03	31/03/2003	Registered
Community Trade Mark	Natural White (UK) Limited (Staines)	SMILE WHITENING (Word)	003118726	03	31/03/2003	Abandoned by client
Community Trade Mark	Natural White (UK) Limited	SOMETHING TO SMILE (Word)	003600426	03	22/01/2004	Abandoned by client
Community Trade Mark	Natural White (UK) Limited (Staines)	WAKE UP TO A WHITER SMILE (Word)	003248333	03	30/06/2003	Registered
Community Trade Mark	Natural White (UK) Limited (Staines)	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 (Label)	2050442	03	19/02/1994	Abandoned

Kingdom	BRANDS INC.	WHITE (Word)				by client
United Kingdom	LORNAMEAD BRANDS INC.	NATURAL WHITE (Word)	1562905	03	19/02/1994	Abandoned 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.	BOOZIE (Word)	76/509887	03	02/07/2004	Registered
United States of America	LORNAMEAD BRANDS INC.	ELECTRIC WHITE (Word)	76-587,481	03	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	NATURAL	SMILE	76/504291	03	07/04/2003	Pending

of America	WHITE (UK) LIMITED	WHITENING (Word)				
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

SCHEDULE 3
The Listed Assignment Agreements

1. Intra-Group Sale Agreement relating to Business Intellectual Property and Trade Marks of Natural White (UK) Limited between Natural White (UK) Limited and Lornamead Acquisitions Limited dated 14 August 2006.
2. Intra-Group Sale Agreement relating to Business Intellectual Property and Trade Marks of Lypsyl Holdings Limited between Lypsyl Holdings Limited and Lornamead Acquisitions Limited dated 14 August 2006.
3. Intra-Group Sale Agreement relating to Business Intellectual Property and Trade Marks of CD Brands Holdings Limited between CD Brands Holdings Limited and Lornamead Acquisitions Limited dated 14 August 2006.
4. Trade Mark Assignment between Natural White (UK) Limited and Lornamead Acquisitions Limited dated 14 August 2006.
5. Trade Mark Assignment between CD Brand Holdings Limited, Lypsyl Holdings Limited and Lornamead Acquisitions Limited dated 14 August 2006.
6. Assignment between The Woods of Windsor Group Limited (in Administration), Woods of Windsor Limited (in Administration), Debbie Marie Young and William Kenneth Dawson and Lornamead Acquisitions Limited.

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
LORNAMEAD ACQUISITIONS LIMITED
in the presence of:

) *David S. Coome*
) Director
)
)

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

) *David S. Coome*
) Director
)
)