

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
Cosmopro, Inc.		02/13/2008	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Pevonia International, LLC
Street Address:	300 Fentress Boulevard
City:	Daytona Beach
State/Country:	FLORIDA
Postal Code:	32114
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2313787	"C" & "SEA"
Registration Number:	2520792	BRIDAL SPA
Registration Number:	2221520	CALLO-PEEL
Registration Number:	2103937	COSMOTHERM
Registration Number:	2338383	ENZYMO-SPHERIDES
Registration Number:	3065467	ESCUTOX
Registration Number:	2772620	FLORA-WAX
Registration Number:	2304815	FLORACIDE
Registration Number:	2185427	GLYCOCIDES
Registration Number:	2196680	LIGNE PHYTOPEDIC
Registration Number:	3254121	MYOXY-CAVIAR
Registration Number:	1707674	PEVONIA
Registration Number:	1685004	PEVONIA
Registration Number:	2170434	PLANTOMER

OP \$440.00 2313787

Registration Number:	2171925	POWER REPAIR
Registration Number:	3140472	SABAI
Serial Number:	77316854	PEVONIA ORGANICA

CORRESPONDENCE DATA

Fax Number: (407)841-2343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 407-841-2330
Email: dsigalow@addmg.com
Correspondent Name: David L. Sigalow
Address Line 1: 255 South Orange Avenue
Address Line 2: Suite 1401
Address Line 4: Orlando, FLORIDA 32801

ATTORNEY DOCKET NUMBER:	46766
NAME OF SUBMITTER:	David L. Sigalow
Signature:	/David L. Sigalow/
Date:	03/13/2008

Total Attachments: 4
source=assign of tms and sch 1#page1.tif
source=assign of tms and sch 1#page2.tif
source=assign of tms and sch 1#page3.tif
source=assign of tms and sch 1#page4.tif

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made effective as of February 13, 2008, between Cosmopro, Inc., a Florida corporation ("Assignor") and Pevonia International, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, including any and all trademark registrations and applications for the same, identified in Schedule 1 and all common law rights in same, together with the goodwill of the business symbolized by the trademarks;

WHEREAS, Assignee is desirous of acquiring all rights related to the Marks (as defined below) throughout the world and the registrations, applications and related rights for the same; and

WHEREAS, Assignor and Assignee, among others, are parties to that certain Contribution and Merger Agreement, dated as of February 13, 2008 (together with any amendments thereto, the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Purchased Assets" as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor hereby sells, assigns and transfers over to Assignee, the entire right, title and interest in and to all trademarks, service marks, trade dress, trade names, logos, slogans and other indicia of origin used, or in which the Assignor has a bona fide intent to use throughout the world, in connection with the conduct of the Business, as defined in the Agreement, to identify any product, service, business or company, and registrations and applications for registration (including expired and abandoned registrations and applications for registration) therefor and including, without limitation, (i) all common law rights, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of or symbolized by each such trademark, service mark, trade dress, trade name, logo, slogan or other indicium of origin (collectively, the "Marks"), the same to be held by Assignee, its successors, assigns and other legal representatives, with Assignee being the successor to the portion of the ongoing and existing business to which the trademarks pertain.

Assignor and Assignee, at another party's request and without further consideration, shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable laws, including obtaining any necessary consents or approvals from, or making any necessary filings with, any domestic or foreign regulatory agencies, and execute, acknowledge and deliver such documents and other

papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment.


This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile counterpart of this instrument shall be sufficient to bind a party hereto to the same extent as an original.

[Signatures on the Next Page]

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


ASSIGNOR:

Cosmopro. Inc., a Florida corporation

By: 
Sylvie Hennessy
Vice-President

ASSIGNEE:

Pevonia International, LLC, a Delaware limited liability company

By: 
Sylvie Hennessy
Executive Vice President

SCHEDULE 1

Mark	Reg. (Appl.) No.
"C" AND "SEA"	2,313,787
BRIDAL SPA	2,520,792
CALLO-PEEL	2,221,520
COSMOTHERM	2,103,937
ENZYMO-SPHERIDES	2,338,383
ESCUTOX	3,065,467
FLORA-WAX	2772620
FLORACIDE	2,304,815
GLYCOCIDES	2,185,427
LIGNE PHYTOPEDIC	2,196,680
MYOXY-CAVIAR	3,254,121
PEVONIA	1,707,674
PEVONIA (Stylized)	1,685,004
PEVONIA ORGANICA	(77/316854)
PLANTOMER	2,170,434
POWER REPAIR	2,171,925
SABAI	3,140,472

S:\AIMDOC\SCOSMOP\0046766\IK5769.WPD