

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
Accantia Limited		12/06/2007	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Accantia Group Holdings Limited		
Street Address:	Chadwick House, Blenheim Court		
Internal Address:	Fourth Floor		
City:	Solihull, West Midlands		
State/Country:	UNITED KINGDOM		
Postal Code:	B91 2AA		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76386839	ACCANTIA	
Serial Number:	76386840	ACCANTIA	
CORRESPONDENCE DATA			
Fax Number:	(202)339-6052		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-625-3649		
Email:	valerie.purdy@kattenlaw.com		
Correspondent Name:	Valerie A. Purdy, Trademark Paralegal		
Address Line 1:	1025 Thomas Jefferson Street, N.W.		
Address Line 2:	Suite 700 - East Lobby		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5201		
ATTORNEY DOCKET NUMBER:	ACCANTIA ASSIGNMENTS		

CH \$65.00 76386839

DOMESTIC REPRESENTATIVE

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**TRADEMARK
 REEL: 003739 FRAME: 0592**

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

NAME OF SUBMITTER:	Valerie A. Purdy, Trademark Paralegal
Signature:	/valerie a. purdy/
Date:	03/13/2008

Total Attachments: 20

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CHEESWRIGHTS

NOTARIES PUBLIC

N P Ready
R M Campbell
J B Burgess
E Gardiner
A J Claudet
I A Rogers
A Grafion

TO ALL TO WHOM THESE PRESENTS SHALL COME, I **ANDREW JONATHAN CLAUDET** of the City of London **NOTARY PUBLIC** by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of **PETER JOHN HATHERLY** subscribed in five places to the document hereunto annexed, such signature being in each case in the own, true and proper handwriting of the said Peter John Hatherly, director of the companies styled **ACCANTIA LIMITED, ACCANTIA TOILETRIES LIMITED, ACCANTIA HEALTH & BEAUTY LIMITED, CICAL PRODUCTS LIMITED** and **ACCANTIA GROUP HOLDINGS LIMITED** all of Solihull, West Midlands, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this thirteenth day of December in the year two thousand and seven.



E-mail : notary@cheeswrights.co.uk

www.cheeswrights.co.uk

Bankside House, 107 Leadenhall Street
London EC3A 4HA
Tel : 020 7623 9477

Canary Wharf Office
Tel : 020 7712 1565

TRADEMARK



Dated this 6th day of December 2007

BETWEEN

ACCANTIA LIMITED

ACCANTIA TOILETRIES LIMITED

ACCANTIA HEALTH & BEAUTY LIMITED

CIDAL PRODUCTS LIMITED

&

ACCANTIA GROUP HOLDINGS LIMITED

WORLDWIDE
INTELLECTUAL PROPERTY ASSIGNMENT

Harrison Goddard Foote
Belgrave Hall
Belgrave Street
Leeds
LS2 8DD

Date: 2007

G119766 assign 4 jml 29-11-07

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ASSIGNMENT dated this *5th* day of *Decem 2007* (the "Agreement")

BETWEEN

- (1) ACCANTIA LIMITED Company Registration No. 3982831 of 4TH Floor, Chadwick House, Blenheim Court, Solihull, West Midlands, B91 2AA, United Kingdom (hereinafter "AL"),
- (2) ACCANTIA TOILETRIES LIMITED Company Registration No. 154677 of 4TH Floor, Chadwick House, Blenheim Court, Solihull, West Midlands, B91 2AA, United Kingdom (hereinafter "ATL"),
- (3) ACCANTIA HEALTH & BEAUTY LIMITED Company Registration No. 255252 of Alum Rock Road, Birmingham, B8 3DZ, United Kingdom, (hereinafter called "AHBL")
- (4) CIDAL PRODUCTS LIMITED Company Registration No. 4298529 of 4TH Floor, Chadwick House, Blenheim Court, Solihull, West Midlands, B91 2AA, United Kingdom (hereinafter "CPL"), and
- (5) ACCANTIA GROUP HOLDINGS LIMITED Company Registration No. 4945078 of 4TH Floor, Chadwick House, Blenheim Court, Solihull, West Midlands, B91 2AA, United Kingdom (hereinafter "the Assignee")

Recitals

- A AL is the registered proprietor of the trade marks, listed in Schedule 1 and other Intellectual Property.
- B ATL is the registered proprietor of the trade marks, listed in Schedule 2 and other Intellectual Property.
- C ATL is the registered proprietor of the WRIGHT'S trade marks in the UK and on the Community Trade Marks Register listed at Schedule 3.
- D AHBL is the registered proprietor of the trade marks and registered design, listed in Schedule 4 and other Intellectual Property.
- E CPL is the owner of Intellectual Property.
- F AHBL is the registered proprietor of the domain name registrations listed in Schedule 5.
- G The Trade Marks, Registered Design, Intellectual Property and Domain Names are owned by AL, ATL, AHBL and CPL. The companies wish to streamline the ownership of the Trade Marks, Registered Design, Intellectual Property and Domain Name Registrations into the ownership of a single legal entity.

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AL, ATL, AHBL and CPL wish to assign to the Assignee their entire right, interest and title in their respective Trade Marks, Registered Design, Intellectual Property and Domain Names, together with all goodwill attached thereto.

Operative Clauses

The following terms shall have the following meanings:

- "AL Trade Marks" means the trade marks in the name of Accantia Limited detailed in Schedule 1 of this Agreement.
- "ATL Trade Marks" means the trade marks in the name of Accantia Toiletries Limited detailed in Schedule 2 of this Agreement.
- "AHBL Trade Marks" means the trade marks in the name of Accantia Health & Beauty Limited detailed in Schedule 4 of this Agreement.
- "Domain Name Registrations" means the domain names listed at Schedule 6 of the Agreement, together with any domain name registrations owned by AL, ATL, AHBL and CPL not detailed in Schedule 6 of this Agreement.
- "Intellectual Property" means all intellectual property rights of whatever nature (including but not limited to patents, designs, know how, trade marks, database rights, Domain Name Registrations and present and future copyright and design right) and all similar rights which now or in the future may subsist (including all applications for all or any of such rights) and all accrued rights of action anywhere in the world in the Work and "Intellectual Property Rights" means rights in such Intellectual Property
- "Registered Design" means the registered design owned by AHBL listed at Schedule 5 of this Agreement.
- "WRIGHT'S Trade Marks" means the registrations for or containing the trade mark WRIGHTS in the UK and on the Community trade marks register in the name of ATL listed in Schedule 3 of this Agreement.

2 In consideration for the sum of £1 now paid by the Assignee to AL (receipt of which is hereby acknowledged by AL), AL hereby assigns to the Assignee its entire rights, title and interest in and to any Intellectual Property Rights owned by AL together with the AL Trade Marks including all goodwill in the business attached to the AL Trade Marks and the right to sue for past infringements and the right to retain any damages or other benefit as a result of such action.

3 In consideration for the sum of £1.5 Million now paid by the Assignee to ATL (receipt of which is hereby acknowledged by ATL), ATL hereby assigns to the Assignee its entire

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rights, title and interest in the WRIGHT'S Trade Marks including all goodwill in the business attached to the WRIGHT'S Trade Marks and the right to sue for past infringements and the right to retain any damages or other benefit as a result of such action.

- 4 In consideration for the sum of £1 now paid by the Assignee to ATL (receipt of which is hereby acknowledged by ATL), ATL hereby assigns to the Assignee its entire rights, title and interest in and to any Intellectual Property Rights owned by ATL together with the ATL Trade Marks including all goodwill in the business attached to the ATL Trade Marks and the right to sue for past infringements and the right to retain any damages or other benefit as a result of such action.
- 5 In consideration for the sum of £1 now paid by the Assignee to AHBL (receipt of which is hereby acknowledged by AHBL), AHBL hereby assigns to the Assignee its entire rights, title and interest in and to any Intellectual Property Rights owned by AHBL together with the AHBL Trade Marks including all goodwill in the business attached to the AHBL Trade Marks and the right to sue for past infringements and the right to retain any damages or other benefit as a result of such action.
- 6 In consideration for the sum of £1 now paid by the Assignee to AHBL (receipt of which is hereby acknowledged by AHBL), AHBL hereby assigns to the Assignee its entire rights, title and interest in and to the Registered Design including all goodwill in the business attached to the Registered Design and the right to sue for past infringements and the right to retain any damages or other benefit as a result of such action.
- 7 In consideration for the sum of £1 now paid by the Assignee to CPL (receipt of which is hereby acknowledged by CPL), CPL hereby assigns to the Assignee its entire rights, title and interest in and to any Intellectual Property Rights owned by CPL including all goodwill in the business attached to the Intellectual Property Rights and the right to sue for past infringements and the right to retain any damages or other benefit as a result of such action.
- 8 AL, ATL, AHBL and CPL hereby covenants with the Assignee that AL, ATL, AHBL and CPL respectively will at the expense of the Assignee execute, sign and do all such acts, documents, instruments, applications and things as may reasonably be required by the Assignee for the Assignee or the nominee of the Assignee to secure a full assignment of their Intellectual Property Rights and the respective AL Trade Marks, ATL Trade Marks and AHBL Trade Marks hereby assigned.
- 9 This assignment shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

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**SCHEDULE 1
ACCANTIA LIMITED TRADE MARKS**

Trade Mark	Reg No	Classes	Country
Accantia (logo)	2353027	3, 5, 10	Europe
Accantia (logo)	2,932,275	3, 5	USA
Accantia (word)	839443	3, 5	Australia
Accantia (word)	1977636	3, 5, 10	Europe
Accantia (word)	200113178	3	Hong Kong
Accantia (word)	04941/2003	5	Hong Kong
Accantia (word)	224526	3, 5	Ireland
Accantia (word)	1003014	3	Malaysia
Accantia (word)	2001/03013	5	Malaysia
Accantia (word)	628201	3	New Zealand
Accantia (word)	628202	5	New Zealand
Accantia (word)	214252	3, 5, 10	Norway
Accantia (word)	T01/02701B/9003	3	Singapore
Accantia (word)	02		
Accantia (word)	T01/02702J	5	Singapore
Accantia (word)	2000/12634	3	South Africa
Accantia (word)	2000/12635	5	South Africa
Accantia (word)	983614	3	Taiwan
Accantia (word)	1010647	5	Taiwan
Accantia (word)	TM173431	3	Thailand
Accantia (word)	TM203193	5	Thailand
Accantia (word)	2,969,102	3, 5	USA
Accantia (word) Classes: 3 and 5	2235033	3, 5	United Kingdom
Accantia logo	867543	3, 5	Australia
Accantia logo	04448(A-B)/2003	3	Hong Kong
Accantia logo	04942(A-B)/2003	5	Hong Kong
Accantia logo	226314	3, 5	Ireland
Accantia logo	1003013	5	Malaysia
Accantia logo	632767	5	New Zealand
Accantia logo	632766	3	New Zealand
Accantia logo	T01/02925B	5	Singapore
Accantia logo	T01/02924D	3	Singapore
Accantia logo	2001/02958	3	South Africa
Accantia logo	2001/02959	5	South Africa
Accantia logo	2246035	3, 5	United Kingdom
Accantia logo			

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SCHEDULE 2
ACCANTIA TOILETRIES LIMITED TRADE MARKS

Trade Mark	Reg No	Classes	Country
CARESSA	689/1962	25	Hong Kong
CARESSA	2863/98	3	Hong Kong
CARESSA	688/1962	5	Hong Kong
CARESSA COTTON TIPS	165150	3	New Zealand
CARESSA Stylised	285519	3, 5	Indonesia
CIDAL	20172	3	Bermuda
CIDAL	1248120	3	China
CIDAL	6064	3	Ghana
CIDAL	6063	3	Ghana
CIDAL	456028	3	Indonesia
CIDAL	456029	5	Indonesia
CIDAL	26730	5	Iraq
CIDAL	99129	3	Ireland
CIDAL	68054	3	Israel
CIDAL	18764	3	Jordan
CIDAL	7795/482	3	Liberia
CIDAL	M/22724	3	Malaysia
CIDAL	8115	3	Malta
CIDAL	7405	3	Nigeria
CIDAL	7404	3	Nigeria
CIDAL	63138	3	Norway
CIDAL	11315	48	Sierra Leone
CIDAL	18432	3	Sudan
CIDAL	10309		Surinam
CIDAL	2808	48	Trinidad and Tobago
CIDAL	67/1953	47	Trinidad and Tobago
CIDAL	39056	6	Venezuela
COAL TAR SOAP LABEL (WRIGHT'S)	4329/3362	3	New Zealand
GLOBE BRAND device (WRIGHT'S)	524104	3	United Kingdom
GLOBE BRAND device (WRIGHT'S)	524103	3	United Kingdom
HYDERMA	1457942	3	United Kingdom
SAPO CARBONIS DETERGENS Stamp (WRIGHT'S)	524434	3 5	United Kingdom
SAPO CARBONIS DETERGENS Stamp (WRIGHT'S)	524433	10	United Kingdom
SAPO CARBONIS DETERGENS Stamp (WRIGHT'S)	524432	3	United Kingdom
SAPO CARBONIS DETERGENS STAMP device (WRIGHT'S)	8668	5	Pakistan
SAPO CARBONIS DETERGENS STAMP device (WRIGHT'S)	8667	3	Pakistan
SIMPLE	1.772.009	3	Argentina
SIMPLE	29360	3	Kenya

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SIMPLE	4292/1997	3	Myanmar
SIMPLE	9704	3	North Korea
SIMPLE		3	Sri Lanka
SIMPLE plus device	820388793	3	Brazil
TENDATOUCH	148021	10	New Zealand
TENDATOUCH	178446	3	New Zealand
TENDATOUCH	148020	5	New Zealand
TRIDERMA	1457950	3	United Kingdom
TWO GLOBES device (WRIGHT'S)	5446	5	Pakistan
WRIGHT'S	B484156	3	Australia
WRIGHT'S	12249	3	Bahamas
WRIGHT'S	47623	3	Bahrain
WRIGHT'S	SA10005	3	Botswana
WRIGHT'S	37824	3	Brunei
WRIGHT'S	405229	3	Chile
WRIGHT'S	1352677	3	China
WRIGHT'S	84291	3	Greece
WRIGHT'S	363/1996	3	Iceland
WRIGHT'S	188902	3	Israel
WRIGHT'S	6693	3	Jersey
WRIGHT'S	38590	3	Kenya
WRIGHT'S	84410	3	Kuwait
WRIGHT'S	7477-M	3	Macau
WRIGHT'S	126/87	3	Malawi
WRIGHT'S	88/01555	3	Malaysia
WRIGHT'S	136727	3	New Zealand
WRIGHT'S	53619	3	Nigeria
WRIGHT'S	239321	3	Portugal
WRIGHT'S	39187	3	Qatar
WRIGHT'S	170/44	3	Saudi Arabia
WRIGHT'S	2626/88ORT88/02 626I	3	Singapore
WRIGHT'S	62/2562	3	South Africa
WRIGHT'S	34908	3	Sudan
WRIGHT'S	866716	3	Taiwan
WRIGHT'S	KOR75038	3	Thailand
WRIGHT'S	21672	3	United Arab Emirates
WRIGHT'S	5172	3	Yemen
WRIGHT'S	401/87	3	Zimbabwe
WRIGHT'S (Class 3)	B8713/2001	3	Hong Kong
WRIGHT'S COAL TAR SOAP	12248	3	Bahamas
WRIGHT'S COAL TAR SOAP	15944	3	Bangladesh
WRIGHT'S COAL TAR SOAP	98/1946	3	Iceland
WRIGHT'S COAL TAR SOAP	35	3	Jersey
WRIGHT'S COAL TAR SOAP	7476-M	3	Macau
WRIGHT'S COAL TAR SOAP	8664	3	Pakistan
WRIGHT'S COAL TAR SOAP	61/AE/RU	3	Rwanda
WRIGHT'S COAL TAR SOAP	S/251	3	Singapore

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WRIGHT'S COAL TAR SOAP Label	KOR151055	3	Thailand
WRIGHT'S COAL TAR SOAP Label (device 2)	130	3	Botswana
WRIGHT'S COAL TAR SOAP Label (device 2)	567	3	Brunei
WRIGHT'S COAL TAR SOAP Label (device 2)	1580	3	Falkland Islands
WRIGHT'S COAL TAR SOAP Label (device 2)	97/000928	3	Lesotho
WRIGHT'S COAL TAR SOAP Label (device 2)	M/250	3	Malaysia
WRIGHT'S COAL TAR SOAP Label (device 2)	158	3	Mauritius
WRIGHT'S COAL TAR SOAP Label (device 2)	42567	3	Morocco (Casablanca)
WRIGHT'S COAL TAR SOAP Label (device 2)	27619	3	New Zealand
WRIGHT'S COAL TAR SOAP Label (device 2)	T39/00250E (S/250)	3	Singapore
WRIGHT'S COAL TAR SOAP Label (device 2)	29/445	3	South Africa
WRIGHT'S COAL TAR SOAP Label (device 2)	373706	3	Switzerland
WRIGHT'S COAL TAR SOAP Label (device 2)	769	3	Turkey
WRIGHT'S COAL TAR SOAP SAPO CARBONIS Lab	40796	3	Ireland
WRIGHT'S with Arabic	5939	3	Qatar

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SCHEDULE 3
ACCANTIA TOILETRIES LIMITED WRIGHT'S TRADE MARKS
IN THE UNITED KINGDOM / COMMUNITY TRADE MARKS REGISTER

Trade Mark	Registration No	Class(es)	Country
WRIGHT'S	899014	3	United Kingdom
WRIGHT'S	678701	5	United Kingdom
WRIGHT'S	1448649	10	United Kingdom
WRIGHT'S	678700	3	United Kingdom
WRIGHT'S	1005354	3	Europe
WRIGHT'S COAL TAR SOAP	498662	3	United Kingdom
WRIGHT'S COAL TAR SOAP Carton (device 3)	680749	3	United Kingdom
WRIGHT'S COAL TAR SOAP Label (device 1)	7419	3	United Kingdom
WRIGHT'S COAL TAR SOAP Label (device 4)	917178	3	United Kingdom
WRIGHT'S COAL TAR SOAP Label (device 5)	1113459	3	United Kingdom

SCHEDULE 3

United Kingdom

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**SCHEDULE 4
ACCANTIA HEALTH & BEAUTY LIMITED
TRADE MARKS**

Trade Mark	Registration No	Class(es)	Country
ALBION	B364333	3	Australia
ALBION	998849	3	United Kingdom
ALBION	128144-F	6	Venezuela
BRITANNIA HEAD	999727	3	United Kingdom
BROWN/WHITE OVAL device (SIMPLE)	1453392	3	United Kingdom
CIDAL	1682	3	Bahrain
CIDAL	180244		Canada
CIDAL	66641	3	Egypt
CIDAL	178419	3	Egypt
CIDAL	2405983	3 5	Europe
CIDAL	1438191	3	France
CIDAL	5481	3	Gibraltar
CIDAL	GU851077	3	Guernsey
CIDAL	1072/1964	3	Hong Kong
CIDAL	56630	3	Iran
CIDAL	457954	3	Italy
CIDAL	2029413	3	Japan
CIDAL	5078	3	Jersey
CIDAL	6106	47	Jamaica
CIDAL	6107	48	Jamaica
CIDAL	1520/1273	3	Kuwait
CIDAL	B133524	3	New Zealand
CIDAL	76209	5	Pakistan
CIDAL	1908	5	Rwanda
CIDAL	102/69	3	Saudi Arabia
CIDAL	33826	3	Singapore
CIDAL	2006/31659	3	South Africa
CIDAL	KOR3458	3	Thailand
CIDAL	2005/031135	3	Turkey
CIDAL	1173950	5	United Kingdom
CIDAL	851077	3	United Kingdom
CIDAL	696364	3	United Kingdom
CIDAL	705545	3	United Kingdom
CIDAL Cares like a guardian angel	225927	3 5	Ireland
CIDAL Cares like a guardian angel	2282975	3 5	United Kingdom
CIDAL Guardian angel	225929	3 5	Ireland
CIDAL Guardian angel	2282304	3 5	United Kingdom
CIDAL NATURAL ANTI-BACTERIAL SOAP & Device	2005/031134	3	Turkey
CITRICIDAL	2411809	1, 3, 5	Europe
CITRICIDAL	2001/18097	3	South Africa
CITRICIDAL	2001/18098	5	South Africa
CITRICIDAL	2001/18096	1	South Africa
CITRICIDAL	2269087	1, 3, 5	United Kingdom

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COUNTRY CARE	1096220	3	United Kingdom
DAILY RADIANCE	5405154	3	Europe
DAILY RADIANCE	2431831	3	United Kingdom
DERL	789913	3	United Kingdom
EQUILIBRIUM	892447	3 5	Australia
EQUILIBRIUM	2412724	3	Europe
EQUILIBRIUM	2001/18094	3	South Africa
EQUILIBRIUM	2001/18095	5	South Africa
EQUILIBRIUM	2269938	3	United Kingdom
Equilibrium Logo	2294950	3 5	United Kingdom
FLOWER device (Southalls)	1129524	5	United Kingdom
FLOWER device (Southalls)	1129525	9	United Kingdom
FLOWER device (Southalls)	1129526	11	United Kingdom
GON	887367	5	United Kingdom
HAIR SUPERFOODS	6099485	3	Europe
HAIR SUPERFOODS	2461270	3	United Kingdom
HELIOFLOWER	2336228	3	United Kingdom
INTELLIGENCE IN BEAUTY Classes: 3 and 5	2304968	3 5	United Kingdom
INTELLIGENCE IN BEAUTY: Classes 3 and 5	226429	3 5	Ireland
JUST SIMPLE	1172501	3	United Kingdom
KEEP LIFE SIMPLE	3856481	3	Europe
LADY CRINOLINE device	1011013	16	United Kingdom
LADY CRINOLINE device	1011382	21	United Kingdom
MAKE-OFFS, MAKE OFFS	A536025	3	Australia
MEBIOL	703422	5	United Kingdom
MISS SIMPLE	1172499	3	United Kingdom
NATURALLY SIMPLE	1313618	3	United Kingdom
NATURALLY SIMPLE	1172502	3	United Kingdom
NOT PERFUMED, NOT COLOURED, JUST KIND (SIMPLE)	1538790	3	United Kingdom
PLAINLY SIMPLE	1268682	3	United Kingdom
PRETTY SIMPLE	1172498	3	United Kingdom
PURELY	48489	3	Lebanon
REGENERATION	3698594	3	Europe
REGENERATION	2004/0359	3	South Africa
SIMPLE	B324203	3	Australia
SIMPLE	A479373	3	Australia
SIMPLE	B371342	3	Australia
SIMPLE	613247	3	Australia
SIMPLE	99761	3	Austria
SIMPLE	46489	3	Bahrain
SIMPLE	81/569	3	Barbados
SIMPLE	373689	3,5	Benelux
SIMPLE	B20089	3	Bermuda
SIMPLE	271358		Canada
SIMPLE	4906205	3	China
SIMPLE	352902	70	China
SIMPLE	352889	69	China
SIMPLE	B29143	3	Cyprus

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SIMPLE	251281	3	Czech Republic
SIMPLE	2147/1983	3	Denmark
SIMPLE	178418	3	Egypt
SIMPLE	1469998	3	Europe
SIMPLE	2737260	3, 5	Europe
SIMPLE	3858751	3	Europe
SIMPLE	1192978	3	France
SIMPLE	87336	3	Ghana
SIMPLE	1131990	3	Gibraltar
SIMPLE	72671	3	Greece
SIMPLE	GU1131990	3	Guernsey
SIMPLE	B711/1989	3	Hong Kong
SIMPLE	209/1982	3	Iceland
SIMPLE	1385691	3	India
SIMPLE	D00200122231- 22395	3	Indonesia
SIMPLE	84080760	3	Iran
SIMPLE	133788	3	Ireland
SIMPLE	159113	3	Ireland
SIMPLE	96068	3	Ireland
SIMPLE	68053	3	Israel
SIMPLE	397967	3	Italy
SIMPLE	4716806	3	Japan
SIMPLE	5077/1131990	3	Jersey
SIMPLE	25597	3	Jordan
SIMPLE	13431	3	Kuwait
SIMPLE	104716	3	Lebanon
SIMPLE	M/92628	3	Malaysia
SIMPLE	86/00677	3	Malaysia
SIMPLE	15200	3	Malta
SIMPLE	2001/0421	3	Namibia
SIMPLE	230896	3	New Zealand
SIMPLE	B162274	3	New Zealand
SIMPLE	41367	3	Nigeria
SIMPLE	118521	3	Norway
SIMPLE	111540	3	Poland
SIMPLE	215495	3	Portugal
SIMPLE	215494	3	Portugal
SIMPLE	B662/86(OR T86/0066)	3	Singapore
SIMPLE	B4543/81ORT81/045 43H	3	Singapore
SIMPLE	200 957	3	Slovak Republic
SIMPLE	82/1389	3	South Africa
SIMPLE	93/9045	3	South Africa
SIMPLE	997125	3	Spain
SIMPLE	489.288	3	Switzerland
SIMPLE	1206277	3	Taiwan
SIMPLE	357582	7	Taiwan
SIMPLE	KOR32113	3	Thailand

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SIMPLE	17304	48	Trinidad and Tobago
SIMPLE	77631	3	United Arab Emirates
SIMPLE	1216212	3	United Kingdom
SIMPLE	1131990	3	United Kingdom
SIMPLE	1197433	3	United Kingdom
SIMPLE	2364980	3	United Kingdom
SIMPLE	1163655	3	United Kingdom
SIMPLE	1274405	3	United Kingdom
SIMPLE	1378648	3	United Kingdom
SIMPLE	1544173	3	United Kingdom
SIMPLE	78/816472	3	USA
SIMPLE	1471884	3	USA
SIMPLE	1599108	3	USA
SIMPLE	128147-F	6	Venezuela
SIMPLE	20025	3	Vietnam
SIMPLE	B313/2001	3	Zimbabwe
SIMPLE & Device	209993	3	Sweden
SIMPLE & PLAIN	1266663	3	United Kingdom
SIMPLE (in Chinese Characters)	788190	3	China
SIMPLE BABY	1002456	3, 5 & 16	Australia
SIMPLE BABY	3816303	3, 5 & 16	Europe
SIMPLE BABY	712474	3, 5 & 16	New Zealand
SIMPLE BABY	229849	3, 5	Norway
SIMPLE BABY	2004/07886-7-8	3, 5 & 16	South Africa
SIMPLE BABY	525.868	3, 5 & 16	Switzerland
SIMPLE BABY	2349271	3, 5 & 16	United Kingdom
SIMPLE BY ACCANTIA	921/37	3	Saudi Arabia
SIMPLE CLEAR	1244020	3	United Kingdom
SIMPLE DAILY RADIANCE	5405022	3	Europe
SIMPLE DAILY RADIANCE	2431832	3	United Kingdom
SIMPLE DERMA	5779996	3 & 5	Europe
SIMPLE DERMA	2450314	3 & 5	United Kingdom
SIMPLE FOR MEN	4113015	3	Europe
SIMPLE FOR MEN	2004/20853	3	South Africa
SIMPLE FOR MEN	2377891	3	United Kingdom
SIMPLE FOR MEN (Logo)	4113148	3	Europe
SIMPLE FOR MEN (Logo)	2004/20854	3	South Africa
SIMPLE FOR MEN (Logo) (Series of 2)	2377970	3	United Kingdom
SIMPLE GREEN	1328646	3	United Kingdom
SIMPLE GREEN	1388495	3	United Kingdom
SIMPLE HAIR SUPERFOODS	6099428	3	Europe
SIMPLE HAIR SUPERFOODS	2461269	3	United Kingdom
SIMPLE logo (2006)	1144778	3	Australia
SIMPLE logo (2006)		3	China
SIMPLE Logo (2006)	5419536	3	Europe
SIMPLE Logo (2006)	300870589	3	Hong Kong
SIMPLE logo (2006)	07008817	3	Malaysia

United Kingdom

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SIMPLE Logo (2006)	240043	3	Norway
SIMPLE Logo (2006)	2007724677	3	Russian Federation
SIMPLE Logo (2006)	T07/11073F	3	Singapore
SIMPLE Logo (2006)	2006/26541	3	South Africa
SIMPLE Logo (2006)	2436774	3	United Kingdom
SIMPLE Logo (2006)	77/036398	3	USA
SIMPLE Logo (2006) (Series of 2)	758281	3	New Zealand
SIMPLE logo (sloped)	992668		Australia
SIMPLE logo (sloped)	4128949	3	Europe
SIMPLE logo (sloped)	3697752	3	Europe
SIMPLE logo (sloped)	709358	3	New Zealand
SIMPLE logo (sloped)	227028	3	Norway
SIMPLE logo (sloped)	200471355	3	Slovenia
SIMPLE logo (sloped)	2004/03590	3	South Africa
SIMPLE logo (sloped)	2005/033378	3	Turkey
SIMPLE logo (sloped)	2343425		United Kingdom
SIMPLE logo (sloped)	76/580638	3	USA
SIMPLE Logo (sloped)	78/816730	3	USA
SIMPLE NOT PERFUMED NOT COLOURED (Series)	2175021	3	United Kingdom
SIMPLE NOT PERFUMED NOT COLOURED JUST KIND	1388718	3	United Kingdom
SIMPLE Pack design (green/white/silver)	2353472	3	United Kingdom
SIMPLE plus Arches device	398 07 319		Germany
SIMPLE plus device	2104959	3	United Kingdom
SIMPLE REGENERATION	222822	3	Norway
SIMPLE REGENERATION	2002/10606	3	South Africa
SIMPLE REGENERATION	2294458	3	United Kingdom
SIMPLE REGENERATION (Class 3)	920580	3	Australia
SIMPLE REGENERATION Appeal No. R0294/2004-1	2786820	3	Europe
SIMPLE REGENERATION PLUS	4858015	3	Europe
SIMPLE REGENERATION PLUS	233514	3	Ireland
SIMPLE REGENERATION PLUS (Series of 3)	2411942	3	United Kingdom
SIMPLE SIMPLY NATURAL	1280694	3	United Kingdom
SIMPLE SKIN DEFENCE	891788	3	Australia
SIMPLE SKIN DEFENCE	2015964	3	Europe
SIMPLE SKIN DEFENCE	646894	3	New Zealand
SIMPLE SKIN DEFENCE	2001/17784	3	South Africa
SIMPLE SKIN DEFENCE (Moisturiser Label)	2353476	3	United Kingdom
SIMPLE SKIN DEFENCE (Shave Gel label)	2353473	3	United Kingdom
SIMPLE SKIN DEFENCE (Wash label)	2353475	3	United Kingdom
SIMPLE SKIN SUPERFOODS	6095582	3	Europe
SIMPLE SKIN SUPERFOODS	2461265	3	United Kingdom
SIMPLE SOAP	1202419	3	United Kingdom
SIMPLE SOAP	914984	3	United Kingdom
SIMPLE solutions for sensitive skin	2002/04195	3	South Africa
SIMPLE solutions for sensitive skin	2282976	3	United Kingdom
SIMPLE SPA	2412429	3, 35, 36,	United Kingdom

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		41 & 44	
SIMPLE SUMMER LOOK	5275797	3	Europe
SIMPLE SUMMER LOOK	2420532	3	United Kingdom
SIMPLE THERAPY	2415244	3	United Kingdom
SIMPLE TOUCH	5405303	3, 41 & 44	Europe
SIMPLE TOUCH	1172500	3	United Kingdom
SIMPLE TOUCH (Series of 2)	2420219	44	United Kingdom
SIMPLE TURN BACK TIME	6095731	3	Europe
SIMPLE TURN BACK TIME	2461266	3	United Kingdom
SIMPLE'S SKIN CARE	1172504	3	United Kingdom
SIMPLE:THERAPY & Device	2451005	3	United Kingdom
SIMPLESSE	1172497	3	United Kingdom
SIMPLY DIRECT (Logo)	2004/123582	35	South Africa
SIMPLY NATURAL BY SIMPLE	A484364	3	Australia
SIMPLY NATURAL BY SIMPLE	1290076	3	United Kingdom
SKIN CARE BY SIMPLE	1248051	3	United Kingdom
SKIN SUPERFOODS	6095525	3	Europe
SOFT AND SIMPLE	1172503	3	United Kingdom
SOUTHALLS	489280	5	United Kingdom
SOUTHALLS	1275013	37	United Kingdom
SOUTHALLS	489281	5	United Kingdom
THE SECRET IS SIMPLE	4858064	3	Europe
THE SECRET IS SIMPLE	2411943	3	United Kingdom
TURN BACK TIME	6095764	3	Europe
TURN BACK TIME	2461267	3	United Kingdom
WRIGHT'S	2007/0589	3	Namibia
WRIGHT'S	214174	3	Pakistan
WRIGHT'S	2005 31133	3	Turkey

United Kingdom

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**SCHEDULE 5
ACCANTIA HEALTH & BEAUTY LIMITED
REGISTERED DESIGN**

<u>Design Description</u>	<u>Registration No.</u>	<u>Country</u>
TOTILE DESIGN REGISTRATION	4001547	United Kingdom

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SCHEDULE 6
ACCANTIA HEALTH & BEAUTY LIMITED
DOMAIN NAME REGISTRATIONS

Simple.co.uk
Simple-skincare.co.uk
Simple-skincare.com
Simpleformen.co.uk
Simpleformen.com
Simple-equilibrium.co.uk
Simple-sun.co.uk
Simple-sun.com
Simply-baby.co.uk
Simple-baby.com
Simplespa.co.uk
Simpletherapy.co.uk
Simplespaoffers.co.uk
Cidal.co.uk
Accantia.co.uk
Accantia.com
Accantiahealthandbeauty.co.uk
Accantiahealthandbeauty.com
Accantiahealthandbeauty.net
Accantiahealthandbeauty.eu
Accantiahealthandbeauty.org
Accantiahealthandbeauty ltd.co.uk
Accantiahealthandbeauty ltd.com
Accantia.eu
Accantia.org
Accantia.info

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IN WITNESS whereof the Assignor and Assignee have executed this Agreement


ACCANTIA LIMITED



P. J. HATHERLY
For and on behalf of Accantia Limited

Before me: _____
~~Notary Public~~

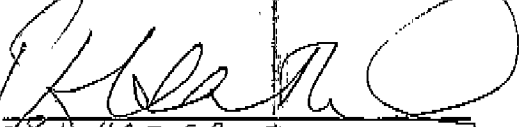
ACCANTIA TOILETRIES LIMITED



P. J. HATHERLY
For and on behalf of Accantia Toiletries Limited

Before me: _____
~~Notary Public~~

ACCANTIA HEALTH & BEAUTY LIMITED



P. J. HATHERLY
For and on behalf of Accantia Health & Beauty Limited

Before me: _____
~~Notary Public~~

CIDAL PRODUCTS LIMITED



P. J. HATHERLY
For and on behalf of Cidal Products Limited

TRADEMARK

Before me: _____
~~Notary Public~~

ACCANTIA GROUP HOLDINGS LIMITED



[R.V. KLATZER] _____
For and on behalf of Accantia Group Holdings Limited

Before me: _____
Notary Public

TRADEMARK