

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sahar Hashimi | | 09/07/2007 | INDIVIDUAL: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | PROJECT SKINNY CANDY LIMITED | | |
| Street Address: | 6A Harewood Yard | | |
| City: | Harewood, Leeds | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | LS17 9LF | | |
| Entity Type: | CORPORATION: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78827068 | SKINNY CANDY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (845)498-4994 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | +44 845 498 4026 | | |
| Email: | birgitschluckebier@eversheds.com | | |
| Correspondent Name: | Birgit Schluckebier, Eversheds LLP | | |
| Address Line 1: | Bridgewater Place, Water Lane | | |
| Address Line 4: | Leeds, UNITED KINGDOM LS11 5DR | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |
| Address Line 2: | | | |
| Address Line 3: | | | |
| Address Line 4: | | | |

OP \$40.00 78827068

TRADEMARK

| | |
|---|---------------------|
| NAME OF SUBMITTER: | Birgit Schluckebier |
| Signature: | /bschluckebier/ |
| Date: | 06/10/2008 |
| Total Attachments: 8 source=TM_ASSIGNMENT#page1.tif source=TM_ASSIGNMENT#page2.tif source=TM_ASSIGNMENT#page3.tif source=TM_ASSIGNMENT#page4.tif source=TM_ASSIGNMENT#page5.tif source=TM_ASSIGNMENT#page6.tif source=TM_ASSIGNMENT#page7.tif source=TM_ASSIGNMENT#page8.tif | |



EVERSHEDS

Dated

7 September

2007

-
- (1) Sahar Hashimi
 - (2) Project Skinny Candy Limited
 - (3) Glisten plc

Assignment of registered trade mark and registered trade mark applications

THIS DEED is made on 7 September

2007

BETWEEN

- (1) Sahar Hashimi of of 41 Wilton Crescent London SW1X 8RX (the "Assignor");
- (2) ~~Project Skinny Candy Limited (registered number 6347883) whose registered office is at 6A Harewood Yard, Harewood, Leeds LS17 9LF (the "Assignee");~~
and
- (3) Glisten PLC (registered number 4312585) whose registered office is at Unit 6A Harewood Yard, Harewood, Leeds LS17 9LF ("Glisten")

BACKGROUND

- (A) The Assignor is the registered proprietor of the UK and Community registered trade marks ("the Registered Trade Marks") detailed in Schedule 1.
- (B) The Assignor has applied to register the trade marks detailed in Schedule 2 ("the Applications").
- (C) The Assignor has agreed to assign to the Assignee the Registered Trade Marks and the Applications (collectively called "the Trade Marks"), together with the goodwill of the business of the Assignor relating to the goods/services in respect of which the Trade Marks are registered or registration has been sought, on the terms and conditions set out in this Deed.
- (D) Glisten and the Assignor have established the Assignee as a joint venture vehicle and Glisten has agreed to pay the Cash Consideration to the Assignor and to issue the Consideration Shares to her in return for the assignment of the Trade Marks to the Assignor.

OPERATIVE PROVISIONS

1. ASSIGNMENT

In this clause the

"Cash Consideration" means £75,000 (seventy five thousand pounds)

"Consideration Shares" means ordinary shares of 12.5 pence each in the capital of Glisten plc

"Issue Price" means the price for one ordinary share of 12.5 pence each in the capital of Glisten on AIM as at the close of business on 6 September 2007.

1.1 In consideration of:

1.1.1 the payment of the Cash Consideration by Glisten; and

1.1.2 the allotment and issue to the Assignor by Glisten of such number of Consideration Shares (credited as fully paid) as will at the Issue Price have the aggregate value nearest to but not less than £75,000,

the Assignor assigns to the Assignee with full title guarantee the Trade Marks and the full and exclusive benefit of each of them, together with the goodwill in

relation to the Registered Trade Marks and the Applications including all statutory and common law 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.

2. ASSIGNOR'S COVENANTS AND WARRANTIES

- 2.1 The Assignor agrees at the expense of the Assignor to execute such further documents, and take such actions and do such things, as may be reasonably requested by the Assignee to give full effect to the terms of this Deed and to secure the full right, title and interest of the Assignee in the Trade Marks.
- 2.2 The Assignor warrants that:
- 2.2.1 she is properly registered as the sole registered proprietor of the Trade Marks and is properly the sole applicant in the Applications;
 - 2.2.2 that the Registered Trade Marks are valid and subsisting;
 - 2.2.3 she has not done or omitted any act, matter or thing whereby the Registered Trade Marks may be invalidated or the Applications refused in whole or in part, and is not aware of any reason that might result in such invalidation or refusal;
 - 2.2.4 there is no subsisting licence in relation to any of the Trade Marks;
 - 2.2.5 she has not charged or encumbered any of the Trade Marks;
 - 2.2.6 any renewal fee payable by the date of this Deed in respect of the Registered Trade Marks has been duly paid;
 - 2.2.7 she has not received any notice from any third party alleging infringement of third party rights by use of the Trade Marks;
 - 2.2.8 she is unaware of any acts that might constitute infringement of any of the Registered Trade Marks or passing off in relation to any of the Applications; and
 - 2.2.9 she will not, after the date of this Deed, herself use the Trade Marks nor take any steps to prevent any use of the Trade Marks by the Assignee nor hinder in any way the acquisition by the Assignee of goodwill in any of the Applications.
- 2.3 The Assignor agrees to indemnify, and to keep the Assignee indemnified, from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, losses (but excluding indirect and consequential loss and loss of profit), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which the Assignee incurs or suffers as a consequence of a direct or indirect breach of any of the warranties in clause 2.2, or out of any claims by a third party based on any facts which, if substantiated, would constitute such a breach and, at the request of the Assignee, it shall provide all such reasonable assistance as the Assignee may request to enable the Assignee to resist any action, claim or proceedings brought against the Assignee as a consequence of any such breach.

3. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

4. **GOVERNING LAW AND JURISDICTION**

The formation, existence, construction, performance, validity and all aspects whatsoever of this Deed or of any term of this Deed will be governed by the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed.

This document has been executed and delivered as a deed on the date stated at the beginning of this document.

SCHEDULE 1

The Registered Trade Marks

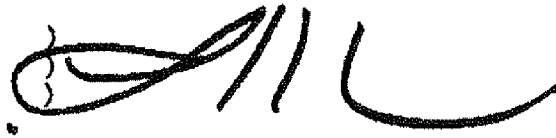
| Country | Mark | Number | Date | Class | Goods |
|-----------|-----------------|----------|---------------------|-------|--|
| UK | SKINNY CANDY | 2392433 | 16 DECEMBER 2005 | 30 | Confectionery; bakery products, including cakes, pastries, biscuits and cookies; desserts and puddings. |
| COMMUNITY | SKINNY CANDY | E4936324 | 12 APRIL 2007 | 30 | Confectionery; bakery products, including cakes, pastries, biscuits and cookies; desserts and puddings. |

SCHEDULE 2

Applications

| Country | Mark | Number | Application Date | Class | Goods |
|---------------|--------------|-----------|------------------|-------|-------|
| United States | Skinny Candy | 78/827068 | 2 March 2006 | 30 | |

EXECUTED AS A DEED AND
DELIVERED by SAHAR HASHEMI
In the presence of



Witness signature M. Masli

Name: MANIJEH HASHEMI

Address: 55 BROOK STREET

LONDON SW4K

Occupation

ASSISTANT

EXECUTED AS A DEED AND
DELIVERED by PROJECT SKINNY
CANDY LIMITED
acting by

)
)
)

Director

Director/Secretary

EXECUTED AS A DEED AND
DELIVERED by GLISTEN PLC
acting by

)
)
)

Director

Director/Secretary

**EXECUTED AS A DEED AND
DELIVERED by SAHAR HASHEMI**
in the presence of

)
)
)

Witness signature

Name:

Address:

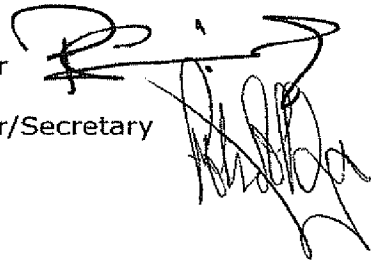
Occupation

**EXECUTED AS A DEED AND
DELIVERED by PROJECT SKINNY
CANDY LIMITED**
acting by

)
)
)
)

Director

Director/Secretary

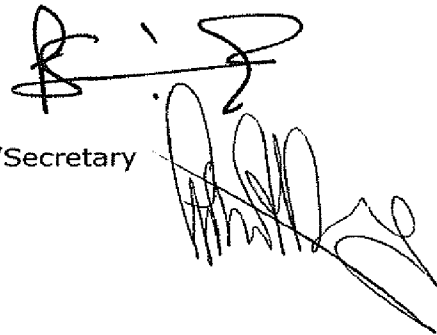
Handwritten signatures for the Director and Director/Secretary of Project Skinny Candy Limited. The Director's signature is a stylized 'P' with a horizontal line through it. The Director/Secretary's signature is a cursive name.

**EXECUTED AS A DEED AND
DELIVERED by GLISTEN PLC**
acting by

)
)
)

Director

Director/Secretary

Handwritten signatures for the Director and Director/Secretary of Glisten PLC. The Director's signature is a stylized 'G' with a horizontal line through it. The Director/Secretary's signature is a cursive name.