

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
Moroccanoil USA, Inc.		08/06/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Moroccanoil, Inc.		
Street Address:	5757 West Century Boulevard, Suite 880		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90045		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77437389	MOROCCANOIL GOLD	
CORRESPONDENCE DATA			
Fax Number:	(310)998-9109		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	wcc@conklelaw.com		
Correspondent Name:	William C. Conkle, Conkle Kremer & Engel		
Address Line 1:	3130 Wilshire Blvd., Ste. 500		
Address Line 4:	Santa Monica, CALIFORNIA 90403		
ATTORNEY DOCKET NUMBER:	2522.002 ASSIGNMENT		
NAME OF SUBMITTER:	William C Conkle		
Signature:	/WCC/		
Date:	08/12/2008		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Moroccanoil USA, Inc. ("Assignor") a corporation organized under the laws of the State of Florida and having its principal place of business in the City of Surfside, State of Florida.

WHEREAS, Assignor is the owner of certain trademarks which are pending registration in the offices of the United States and/or various other countries, including without limitation those described and identified on Schedule 1 attached hereto (collectively the "Trademarks").

WHEREAS, Moroccanoil, Inc. ("Assignee") organized and existing under the laws of the State of California and having its principal place of business in the City of Los Angeles, State of California, is desirous of acquiring all the right, title and interest in and to the Trademarks and the registrations thereof and any pending applications therefor and the goodwill of the business pertaining thereto.

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Assignor makes this Assignment of Trademarks effective August 4, 2008 as follows:

1. GRANT OF RIGHTS:

(a) Trademarks: Assignor irrevocably grants, sells, transfers, assigns and delivers to buyer, all right, title and interest of every kind and character throughout the world to the Trademarks and the goodwill of the business pertaining thereto, including without limitation, the benefit of any and all agreements, assignments and other documents entered into by Assignor regarding the Trademarks, all results and proceeds of any contracts relating to the Trademarks, all documents regarding such right, title and interest in the Trademarks and any and all such rights which may later arise, be created or be acquired by Assignor, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee a full and complete ownership of the Trademarks for their life, or any term, allowed by law.

2. WARRANTIES: Assignor represents and warrants:

(a) It holds sole ownership and title to the Trademarks and will never grant, transfer, encumber or assign in whole or in part, any right, title or interest in and to the Trademarks in a manner inconsistent with the grant to Assignee under this agreement.

3. RIGHTS AND OBLIGATIONS:

(a) Assignor appoints Assignee as its irrevocable attorney in fact with the



right but not the obligation to enforce and protect all rights, licenses and privileges and property granted under any and all of the Trademarks to prevent any infringement of them, and to litigate, collect and receive compensation for all damages arising from any infringement of rights, licenses or privileges of any of the Trademarks. Assignor agrees to cooperate with Assignee in any such suit or action so instituted by Assignee.

(b) Assignor agrees to execute and deliver and cause to be executed and delivered to Assignee, any and all documents and instruments, in form and substance reasonably satisfactory to Assignor and its counsel, necessary to effect and complete the transfer; grant or sale to Assignee of all rights or property acquired or intended to be acquired by Assignee under this Agreement.

(c) Assignee, its successors and assigns are empowered to do all things and acts necessary in the name of Assignee to enforce, prosecute or register all rights of the Trademarks or otherwise granted hereunder. Assignee is specifically empowered but not obligated to secure such rights in its own name. Assignee is authorized and appointed attorney in fact of and for Assignor to make execute, deliver any and all documents, certificates and other instruments in obtaining, securing and extending any of the rights, registrations, licenses, certificates or other filings for the Trademarks, so long as such documents do not create any liabilities or obligations for Assignor.

Dated: 6th August, 2008

MOROCCANOIL USA, INC.

By:  _____

Its: _____

Schedule 1

Moroccanoil Gold

Serial No. 77/437389

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Page 3 of 3

Handwritten signature or initials in black ink, consisting of a stylized 'O' followed by a horizontal line and a downward stroke.

RECORDED: 08/12/2008

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