

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
LAUDER INTANGIBLES CORPORATION		10/08/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NATERRA INTERNATIONAL, INC.
Street Address:	3030 LBJ FREEWAY
Internal Address:	SUITE 100
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1055375	BABY MAGIC
Registration Number:	2532862	BABY MAGIC
Registration Number:	1228079	BABY MAGIC
Registration Number:	3018447	
Registration Number:	2877599	BABY MAGIC
Registration Number:	0580657	BABY MAGIC
Registration Number:	2874484	BABY MAGIC
Registration Number:	2978597	BABY MAGIC
Registration Number:	2955612	
Registration Number:	2825186	
Registration Number:	2553636	NOBODY BABIES YOUR BABY BETTER
Registration Number:	2664374	NOBODY BABIES YOUR BABY'S HAIR BETTER THAN BABY MAGIC

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Registration Number:	2725612	NOBODY BABIES YOUR BABY'S SKIN AND HAIR BETTER THAN BABY MAGIC
Registration Number:	2592197	NOBODY BABIES YOUR SKIN BETTER THAN BABY MAGIC
Registration Number:	2725613	NOBODY BABIES YOUR BABY'S SKIN BETTER THAN BABY MAGIC
Registration Number:	2777129	FOR THAT JUST BATHED CLEAN
Registration Number:	2960877	BABY MAGIC
Registration Number:	1544242	BABY MAGIC
Registration Number:	2795569	PACK-AND-GO

CORRESPONDENCE DATA

Fax Number: (212)916-2940
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 297-5800
Email: nytrademark@daypitney.com, mpena@daypitney.com
Correspondent Name: ELYSE A. MARCUS
Address Line 1: DAY PITNEY LLP
Address Line 2: 7 TIMES SQUARE
Address Line 4: NEW YORK, NEW YORK 10036-7311

ATTORNEY DOCKET NUMBER:	702927-000000
NAME OF SUBMITTER:	Elyse A. Marcus
Signature:	/elyse a. marcus/
Date:	10/29/2008

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of October 8, 2008 (the "Assignment") between Lander Intangibles Corporation, a Delaware corporation with a business address of 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (the "Assignor") and Naterra International, Inc., a Texas corporation with a business address of 3030 LBJ Freeway, Suite 100, Dallas, Texas 75234 (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trade dress that are used in connection with the BABY MAGIC brand, including, but not limited to the registered trademarks listed in Schedule A as well as any common law trademarks or trade dress (collectively, the "Marks");

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest in and to the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:


1. Assignment. Assignor is the owner of all right, title and interest in and to the Marks. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with any goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect or record Assignee's ownership of or title to the Marks or to clear any encumbrances with respect to the Marks.
4. Authorization. Assignor authorizes and requests any official throughout the United States, Canada, and the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Marks.
5. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.
6. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.

ALS

7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of New York exclusive of the application of conflict of laws principles, except that federal law where applicable, shall be the governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

LANDER INTANGIBLES CORPORATION, Assignor

By:  _____

Name: Andrew W. Sheldrick

Title: General Counsel and Secretary

IN WITNESS WHEREOF, Assignee has duly executed this Trademark Assignment as of the first date written above.

NATERRA INTERNATIONAL, INC., Assignee

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT AND NOTARY

United States of America
State of New Jersey)
)ss:
County of Mercer)

The foregoing instrument was acknowledged before me this 8th day of October, 2008, by Andrew W. Sheldrick, the duly appointed and acting General Counsel and Secretary of Lander Intangibles Corporation, the corporation described in and which executed the within instrument.



Notary Public
TINA M. DeFELICE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/17/2011

Notarial Seal

United States of America
State of New York)
)ss:
County of _____)

The foregoing instrument was acknowledged before me this ___ day of October, 2008, by _____, the duly elected and acting _____ of Naterra International, Inc., the company described in and which executed the within instrument; that s/he knows the seal of said company; that the seal affixed to said instrument is such company seal.

Notary Public

Notarial Seal

7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of New York exclusive of the application of conflict of laws principles, except that federal law where applicable, shall be the governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

LANDER INTANGIBLES CORPORATION, Assignor

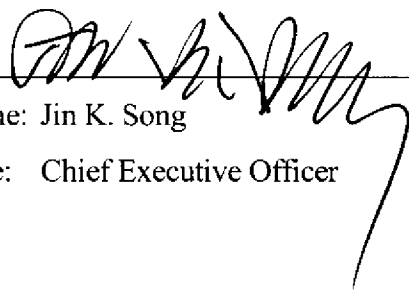
By: _____

Name: Andrew W. Sheldrick

Title: General Counsel and Secretary

IN WITNESS WHEREOF, Assignee has duly executed this Trademark Assignment as of the first date written above.

NATERRA INTERNATIONAL, INC., Assignee

By:  _____

Name: Jin K. Song

Title: Chief Executive Officer

ACKNOWLEDGMENT AND NOTARY

United States of America
State of New Jersey)
)ss:
County of Mercer)

The foregoing instrument was acknowledged before me this ___ day of October, 2008, by Andrew W. Sheldrick, the duly appointed and acting General Counsel and Secretary of Lander Intangibles Corporation, the corporation described in and which executed the within instrument.

Notary Public

Notarial Seal

United States of America
State of ~~New York~~)
 TEXAS)ss:
County of DALLAS)

The foregoing instrument was acknowledged before me this 8th day of October, 2008, by Jin K. Song, the duly elected and acting Chief Executive Officer of Naterra International, Inc., the company described in and which executed the within instrument; that s/he knows the seal of said company; that the seal affixed to said instrument is such company seal.



Theresa M. Hartman

Notary Public

Notarial Seal

SCHEDULE A

MARK	REGISTRATION NUMBER	COUNTRY
BABY MAGIC	1055375	United States
BABY MAGIC	2532862	United States
BABY MAGIC	1228079	United States
BABY MAGIC	1055375	United States
LAMB Design	3018447	United States
BABY MAGIC	2877599	United States
BABY MAGIC	580657	United States
BABY MAGIC & Moon Design	2874484	United States
BABY MAGIC & Lamb Design	2978597	United States
Lamb & Tub Design	2955612	United States
Lamb & Moon Design	2825186	United States
NOBODY BABIES YOUR BABY BETTER	2553636	United States
NOBODY BABIES YOUR BABIES HAIR BETTER THAN BABY MAGIC	2664374	United States
NOBODY BABIES YOUR BABIES SKIN AND HAIR BETTER THAN BABY MAGIC	2725612	United States
NOBODY BABIES YOUR SKIN BETTER THAN BABY MAGIC	2592197	United States
NOBODY BABIES YOUR BABIES SKIN BETTER THAN BABY MAGIC	2725613	United States
FOR THAT JUST BATHED CLEAN	2777129	United States
BABY MAGIC & Lamb Design	2960877	United States
BABY MAGIC	1544242	United States
PACK-AND-GO	2795569	United States
BABY MAGIC & Design	TMA204722	Canada
BABY MAGIC	TMA203107	Canada
DIAPERMATE	TMA300058	Canada
FEEL THE MAGIC	TMA431889	Canada
RICH N' CREAMY	TMA349619	Canada
RICHE ET CREMEUSE	TMA349559	Canada

As