

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lander Intangibles Corporation		11/03/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Helen of Troy Limited		
<b>Street Address:</b>	13 8th Avenue, Belleville		
<b>Internal Address:</b>	P.O. Box 836E		
<b>City:</b>	St. Michael		
<b>State/Country:</b>	BARBADOS		
<b>Postal Code:</b>	0		
<b>Entity Type:</b>	CORPORATION: BARBADOS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2742594	BEAUTY OF CHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(915)225-8081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	915-225-8040		
<b>Email:</b>	wbass@hotus.com		
<b>Correspondent Name:</b>	William J Bass		
<b>Address Line 1:</b>	1 Helen of Troy Plaza		
<b>Address Line 4:</b>	El Paso, TEXAS 79912		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	William J Bass		
<b>Address Line 1:</b>	1 Helen of Troy Plaza		
<b>Address Line 4:</b>	El Paso, TEXAS 79912		
<b>NAME OF SUBMITTER:</b>	William J Bass		

CH \$40.00 2742594

Signature:

/WJB/

Date:

12/30/2008

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of November 3, 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 Helen of Troy Limited, a Barbados international business company with a business address of 13 Eighth Avenue, Belleville, St. Michael, Barbados (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark BEAUTY OF CHOICE, including, but not limited to the registration listed in Schedule A as well as any common law trademarks or trade dress (collectively, the "Mark");

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;

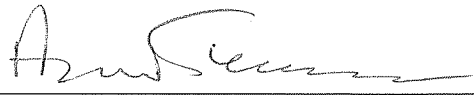
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor is the owner of all right, title and interest in and to the Mark. Assignor hereby assigns to Assignee all right, title and interest in and to the Mark, 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 Mark, 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 Mark or to clear any encumbrances with respect to the Mark.
4. Authorization. Assignor authorizes and requests any official throughout the United States 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 Mark.
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.
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 & Secretary

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

HELEN OF TROY LIMITED, Assignee

By:  \_\_\_\_\_

Name: Gerald J. Rubin, Chairman

Title: CEO & President

**SCHEDULE A**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>COUNTRY</b>
BEAUTY OF CHOICE	2,742,594	United States