

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
Manhattan Perfumes, Inc.		09/08/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Palm Beach Beaute		
Street Address:	621 NE 53rd Street		
Internal Address:	Suite 240		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33496		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0830308	KANON	
Registration Number:	0830332	KANON	
Registration Number:	1111579	KANON	
Registration Number:	1096404	O	
Registration Number:	1111589	KANON	
Serial Number:	76412583	NØRDIK	
CORRESPONDENCE DATA			
Fax Number:	(617)310-6001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-310-6000		
Email:	bosipmail@gmail.com		
Correspondent Name:	Amy F. Mendel		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 03110		

CH \$165.00 0830308

ATTORNEY DOCKET NUMBER:	017904-030000/TM
NAME OF SUBMITTER:	Amy F. Mendel
Signature:	/Amy F. Mendel/
Date:	03/12/2009
Total Attachments: 6 source=MPI Assignment#page1.tif source=MPI Assignment#page2.tif source=MPI Assignment#page3.tif source=MPI Assignment#page4.tif source=MPI Assignment#page5.tif source=MPI Assignment#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("**Trademark Agreement**"), is made and entered into this 8th day of September, 2008 ("**Effective Date**"), by and between **MANHATTAN PERFUMES, INC.**, a corporation registered in Montreal, Quebec, Canada with its principal address at 635, rue Mercille, St-Lambert, Quebec, J4P 2M1, Canada ("**ASSIGNOR**") and **PALM BEACH BEAUTÉ, LLC**, a Florida limited liability company with its principal address at 621 NE 53rd Street, Suite 240, Boca Raton, FL 33496 ("**ASSIGNEE**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, registered and pending foreign trademark applications, and common law trademarks and service marks (collectively the "**Marks**") as listed on Schedule A hereto.

WHEREAS, Assignor and Assignee have agreed by an Asset Purchase Agreement ("**Purchase Agreement**") dated the date hereof by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, all rights, title and interest in and to the Marks as specified in this Trademark Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee Assignor's entire right, title and interest (for all countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain protection on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Trademark Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Trademark Agreement, transfer and sale as may be necessary or desirable.

4. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Trademark Agreement.

5. Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

6. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

7. Assignor hereby consents that a copy of this Trademark Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

8. In accordance with the terms of the Purchase Agreement, all of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

9. If any portion of this Trademark Agreement is found to be contrary to law or ineffective, the remainder of the Trademark Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of all Assignor's Marks to Assignee.

10. EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS BEEN PROVIDED WITH A COPY OF THIS TRADEMARK AGREEMENT FOR REVIEW PRIOR TO SIGNING IT; THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE THIS TRADEMARK AGREEMENT REVIEWED BY ITS OWN ATTORNEY PRIOR TO SIGNING IT, AND THAT IT UNDERSTANDS THE PURPOSES AND EFFECTS OF THIS TRADEMARK AGREEMENT, AND, THEREFORE, AGREE THAT THE RULE OF CONSTRUCTION THAT AMBIGUITIES SHALL BE CONSTRUED AGAINST THE DRAFTER OF THE DOCUMENT SHALL NOT BE APPLICABLE.


11. The Parties declare that they have requested, and hereby confirm their request, that this contract be drafted in the English language. Les parties déclarent qu'elles ont exigé, et par les présentes, confirment leur demande que ce contrat soit rédigé en anglais.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Trademark Agreement as of the Effective Date.


“ASSIGNOR”

MANHATTAN PERFUMES, INC.

By: 
Name: J. S. MASS
Title: President

“ASSIGNEE”

PALM BEACH BEAUTÉ, LLC

By: 
Name: _____
Title: MEMBER

**SCHEDULE A
MANHATTAN PERFUMES, INC.
TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Country	Application No.	Registration No.	Registration or Filing Date (DD-MM-YYYY)
KANØN	South Africa		72/1897	04-01-1987
KANØN	Germany		1,011,581	11-12-1980
KANØN	Saudi Arabia	36141		
KANØN	Australia		209585	14-04-1967
KANØN	Austria		83-430	24-08-1976
KANØN	Bahamas		8894	
KANØN	Benelux		338954	05-03-1976
KANØN	Brazil		820,836,400 820,658,464	12-08-1998 15-05-1998
KANØN	Canada	291,597	TMA 143,527	14-01-1966
KANØN and Design	Canada	389,131	TMA 217,734	10-12-1976
KANØN (Community Design)	European Union	707059		10-12-1997
KANØN	Chile		578,667	
KANØN	Denmark		1237-1977	01-04-1977
KANØN	US	72/238,260	830,308	13-06-1967
KANØN	US	72/238,259	830,332	13-06-1967
KANØN	US	73/114,859	1,111,579	23-01-1979
Ø (Design)	US	73/114,857	1,096,404	18-07-1978
KANØN	US	73/114,858	1,111,589	23-01-1979
KANØN	Finland		74216	05-08-1980
KANØN (old)	France		1,444,960	18-01-1978
KANØN and design (new)	France		013100201	15-05-2001
KANØN	Greece		56971	17-04-1981
KANØN	Hong-Kong		26511981	05-09-1979
KANØN	Indonesia		248,537	11-04-1989

Mark	Country	Application No.	Registration No.	Registration or Filing Date (DD-MM-YYYY)
KANØN	Italy		506015	30-05-1967
KANØN and Design	Japan		125,214	03-01-1978
KANØN	Malaysia		77 371	
KANØN	Netherland-Antilles		11,152	01-04-1976
KANØN	Norway		100992	03-08-1978
KANØN	New Zealand		145 722	28-01-1983
KANØN	Panama		22211	10-03-1978
KANØN	Peru		70636	
KANØN	Portugal		206,585 206,586	21-04-1980 01-09-1987
KANØN	Great Britain		B-1086770	17-11-1977
KANØN	Sweden		124,742	06-09-1968
KANØN	Switzerland		306324	03-12-1980
KANØN	Uruguay		169258	
NØRDIK	Canada	1,141,651	TMA 593,191	23-05-2002
NØRDIK	US	76/412,583		23-05-2002