

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
C & A Holdings International Ltd.		09/05/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	C&A IP Inc.		
Street Address:	3000 Marcus Avenue		
City:	Lake Success		
State/Country:	NEW JERSEY		
Postal Code:	11042		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2465144	CA AROMATICS CO.	
Registration Number:	2421045	CITRUS AND ALLIED ESSENCES LTD	
Registration Number:	2629920	FLEURESIN	
CORRESPONDENCE DATA			
Fax Number:	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 336 8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Neil M. Zipkin, Esq., AR&E LLP		
Address Line 1:	90 Park Avenue		
Address Line 2:	21st Floor		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	15344/1		
NAME OF SUBMITTER:	Neil M. Zipkin		

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**TRADEMARK
 REEL: 004272 FRAME: 0281**

Signature:	/Neil M. Zipkin/
Date:	09/03/2010
Total Attachments: 6 source=Assignor C&A Holdings#page1.tif source=Assignor C&A Holdings#page2.tif source=Assignor C&A Holdings#page3.tif source=Assignor C&A Holdings#page4.tif source=Assignor C&A Holdings#page5.tif source=Assignor C&A Holdings#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated as of September 5, 2007 ("Effective Date") is made between C & A Holdings International Ltd., a corporation organized under the laws of the State of Delaware ("Assignor"), and C & A IP Inc., a corporation organized under the laws of the State of Delaware ("Assignee"), each a "Party" and together the "Parties."

WHEREAS, in connection with a corporate restructuring of Assignor and its affiliated companies, Assignor and Assignee have executed and delivered a Bill of Sale and General Assignment pursuant to which Assignor has transferred and assigned to Assignee certain trademarks, service marks, tradenames and domain names used by Assignor in the conduct of its business;

WHEREAS, Assignor has registered and/or owns and uses the trademarks, service marks, tradenames, and domain names identified on Appendix 1 attached hereto together with the goodwill of the business symbolized thereby and the common law rights therein (collectively the "Trademarks");

WHEREAS, Assignee is desirous of acquiring the Trademarks, together with the common law rights and goodwill of the business symbolized by the Trademarks; and

WHEREAS, Assignor is desirous of divesting the Trademarks, together with the common law rights and goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in furtherance of the transaction described above and intending to be legally bound, the Parties agree as follows:

1. ASSIGNMENT

Assignor hereby irrevocably sells, assigns and transfers to Assignee all right, title and interest in and to (a) the Trademarks, together with the goodwill of the business symbolized by the Trademarks; (b) any registrations, renewals and extensions that may be granted with respect to any Trademark, together with the goodwill of the business symbolized by such registrations; and (c) to the extent permitted by law, any pending applications for any Trademarks, together with the goodwill of the business symbolized thereby.

2. REPRESENTATIONS & WARRANTIES

- 2.1 Each Party represents and warrants that it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which such Party is incorporated.
- 2.2 Each Party represents and warrants that it has the power and authority to enter into this Agreement and perform its obligations hereunder; the execution, delivery and performance of this Agreement by such Party and the performance of its

obligations hereunder have been duly authorized and approved by all necessary action; and no other action on the part of such Party is necessary to authorize the execution, delivery, and performance of this Agreement.

- 2.3 Assignor represents and warrants that it is the owner of all right, title, and interest in and to the Trademarks, the Trademarks are free from all encumbrances and liabilities, and do not infringe the intellectual property rights of any third party.
- 2.4 EXCEPT AS OTHERWISE SET FORTH HEREIN, THE TRADEMARKS ARE ASSIGNED ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND BY THE ASSIGNOR, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

3. FURTHER ASSURANCES

Assignor further covenants that Assignor shall execute all documents, papers, forms, and authorizations and take all other actions that may be reasonably necessary for securing, completing or vesting in Assignee full right, title and interest in the Trademarks.

4. MISCELLANEOUS

- 4.1 This Agreement shall be interpreted under the laws of the state of New York. Each Party irrevocably consents that any legal action or proceeding under, arising out of or in any manner relating to this Agreement shall be brought in any applicable court of the State of New York located in New York, New York or the United States District Court for the Southern District of New York located in New York, New York. Each Party hereto expressly and irrevocably waives any claim or defense in any such action or proceeding based on alleged improper venue or forum non conveniens or any similar basis.
- 4.2 If any provision of this Agreement is held to be void or unenforceable, in whole or in part, (a) such holding shall not affect the validity and enforceability of the remainder of this Agreement, including any other provision, paragraph or subparagraph, and (b) the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.
- 4.3 This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or email, each of which so executed is deemed to be an original, and such counterparts together, upon delivery, constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of Effective Date.

[Two (2) signature pages follow]

C & A HOLDINGS INTERNATIONAL LTD.

Sign Richard C. Pisano Jr.

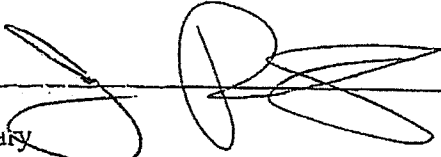
Name: Richard C. Pisano, Jr.

Title: President

STATE OF _____ }
 } ss:
COUNTY OF _____ }

Before me, the undersigned, a Notary Public of the State of New York, Richard C. Pisano, Jr. personally appeared, having been sworn by me according to law did depose and say he was the President of C & A Holdings International Ltd. (the "Assignor") and did acknowledge the execution of the foregoing Agreement on behalf of said Assignor.

I HEREBY SET my hand and notarial seal this 5th day of September, 2007.



Notary

My Commission Expires: March 31, 2011

JOSE RAMOS
Notary Public, State of New York
No. 01FAG089793
Qualified in Kings County
Commission Expires March 31, 2011

C & A IP INC.

Sign Christopher W. Pisano

Name: Christopher W. Pisano

Title: President

STATE OF }
 } ss:
COUNTY OF }

Before me, the undersigned, a Notary Public of the State of New York, Christopher W. Pisano personally appeared, having been sworn by me according to law did depose and say he was the President of C & A IP Inc. (the "Assignee") and did acknowledge the execution of the foregoing Agreement on behalf of said Assignee.

I HEREBY SET my hand and notarial seal this 5th day of September, 2007.


[Signature]
Notary

My Commission Expires: March 31, 2011

JOSE RAMOS
Notary Public, State of New York
No. 01RA8089783
Qualified in Kings County
Commission Expires March 31, 2011

Appendix 1

Trademarks/Service Marks

No.	Trademark/Service Mark	Registration/ Application Number	Country
1.	CA AROMATICS CO. & Design 	Reg. No. 2,465,144	U.S.A.
2.	CITRUS AND ALLIED ESSENCES LTD.	Reg. No. 2,421,045	U.S.A.
3.	FLEURESIN	Reg. No. 2,629,920	U.S.A.

Domain Names

No.	Domain Name	Licensees
1.	None	None

Tradenames

No.	Tradenname	Licensees	Territory
1.	None	None	None