

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Court Ordered Release of Security Interests and Liens (Third Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc., as Agent		11/25/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ascendia Brands, Inc.
Street Address:	100 American Metro Blvd., Suite 108
City:	Hamilton
State/Country:	NEW JERSEY
Postal Code:	08619
Entity Type:	CORPORATION: DELAWARE

Name:	Hermes Acquisition Company I LLC
Street Address:	100 American Metro Blvd., Suite 108
City:	Hamilton
State/Country:	NEW JERSEY
Postal Code:	08619
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Ascendia Brands Co., Inc.
Street Address:	100 American Metro Blvd., Suite 108
City:	Hamilton
State/Country:	NEW JERSEY
Postal Code:	08619
Entity Type:	CORPORATION: NEW JERSEY

Name:	Lander Co., Inc.
Street Address:	1101 Centre Road
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19805

CH \$265.00 77936532

Entity Type: CORPORATION: DELAWARE

Name:	Lander Intangibles Corporation
Street Address:	1101 Centre Road
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19805
Entity Type:	CORPORATION: DELAWARE

Name:	Ascendia Real Estate LLC
Street Address:	100 American Metro Blvd., Suite 108
City:	Hamilton
State/Country:	NEW JERSEY
Postal Code:	08619
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77936532	NOURISH YOUR SKIN AND SOOTHE YOUR SOUL
Registration Number:	2490666	THE HEALING GARDEN
Registration Number:	2234974	GREEN TEATHERAPHY
Registration Number:	2193508	TAKE ME AWAY!
Registration Number:	3101791	THE HEALING GARDEN IN BLOOM
Registration Number:	3298842	ORGANICS WILD HONEY
Registration Number:	3169986	PASSION ROSE
Registration Number:	3132719	AHH...SPA!
Registration Number:	3141759	MMMMM!
Registration Number:	3253315	TAKE ME AWAY!

CORRESPONDENCE DATA

Fax Number: (202)344-8300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2023444400
Email: riebowitz@venable.com,trademarkdocket@venable.com
Correspondent Name: Rebecca Liebowitz
Address Line 1: Venable LLP, P.O. Box 34385
Address Line 4: Washington, DISTRICT OF COLUMBIA 20043

ATTORNEY DOCKET NUMBER: 118505-293923

NAME OF SUBMITTER:	Rebecca Liebowitz
Signature:	/rebecca liebowitz/
Date:	01/05/2011
<p>Total Attachments: 26</p> <p>source=court Order Ilex#page1.tif source=court Order Ilex#page2.tif source=court Order Ilex#page3.tif source=court Order Ilex#page4.tif source=court Order Ilex#page5.tif source=court Order Ilex#page6.tif source=court Order Ilex#page7.tif source=court Order Ilex#page8.tif source=court Order Ilex#page9.tif source=court Order Ilex#page10.tif source=court Order Ilex#page11.tif source=court Order Ilex#page12.tif source=court Order Ilex#page13.tif source=court Order Ilex#page14.tif source=court Order Ilex#page15.tif source=court Order Ilex#page16.tif source=court Order Ilex#page17.tif source=court Order Ilex#page18.tif source=court Order Ilex#page19.tif source=court Order Ilex#page20.tif source=court Order Ilex#page21.tif source=court Order Ilex#page22.tif source=court Order Ilex#page23.tif source=court Order Ilex#page24.tif source=court Order Ilex#page25.tif source=court Order Ilex#page26.tif</p>	

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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:
In re : Chapter 11
:
ASCENDIA BRANDS, INC., et al.,¹ : Case No. 08-11787 (BLS)
:
Debtors. : (Jointly Administered)
:
----- x Ref. Docket No. 12

**ORDER: (I) AUTHORIZING THE SALE OF CERTAIN OF THE DEBTORS'
ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES,
AND OTHER INTERESTS TO ILEX NEWCO, LLC;
(II) AUTHORIZING AND APPROVING PURCHASE AGREEMENT;
AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of Ascendia Brands, Inc.; Hermes Acquisition Company I, LLC.; Ascendia Brands Co., Inc.; Lander Co., Inc.; Lander Intangibles Corporation; and Ascendia Real Estate LLC, each a debtor and debtor in possession (collectively, the "Debtors"), pursuant to sections 105(a), 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order: (i)(a) Approving Procedures in Connection with the Sale of the Debtors' Assets; (b) Scheduling the Related Auction and Hearing to Consider Approval of Sale and Hearing to Consider Approval of Stalking Horse Protections; (c) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (d) Approving the Form and Manner of Notice Thereof; and (e) Granting Related Relief; and (ii)(a) Authorizing the Sale of Such Assets,

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Ascendia Brands, Inc. (8820); Hermes Acquisition Company I LLC (2437); Ascendia Brands Co., Inc. (4604); Lander Co., Inc. (2447); Lander Intangibles Corporation (8789); and Ascendia Real Estate LLC (2435). The mailing address for Lander Co., Inc. and Lander Intangibles Corporation is 1011 Centre Road, Wilmington, DE 19805. The mailing address for each of the other Debtors is 100 American Metro Blvd., Suite 108, Hamilton, NJ 08619.

² Capitalized terms used herein shall have the meaning ascribed to them in the Motion, unless otherwise noted.

Pursuant to the Modified Purchase Agreement, Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (b) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (c) Granting Related Relief, all as more fully described in the Motion; and a hearing on the Bidding Procedures having been held before this Court on August 19, 2008; and the Court having entered the Bidding Procedures Order on August 19, 2008; and the Debtors having conducted an auction of certain of the Debtors' assets (the "Purchased Assets") on October 31, 2008 (the "Auction"); and Hermes Calgon/THG Acquisition, LLC ("Hermes") having submitted what was determined at that time to be the highest or otherwise best bid at the Auction and Ilex Newco, LLC ("Ilex" or "Purchaser") having submitted what was determined at that time to be the next highest or otherwise best bid at the Auction; the combined bids of Big Lots for *the healing garden* inventory (Lot1), Ilex Newco LLC for the Calgon Brand, related inventory and raw materials (Lot 2), and Coty, Inc. for *the healing garden* brand (Lot3) (collectively, the "Consortium") having submitted what was determined at the auction to be the third highest or otherwise best bid at the Auction; and the Court having conducted a hearing on November 4, 2008 to consider approval of the sale of the Purchased Assets and related transactions pursuant to the terms of the Asset Purchase Agreement, dated October 31, 2008 (the "Hermes Purchase Agreement"), between the Debtors and Hermes; and the Debtors, in consultation with the DIP Agent, DIP Lenders and Official Committee of Unsecured Creditors having determined that attempting to close the sale transaction contemplated in the Hermes Purchase Agreement is no longer in its best interests; and the Debtors and Ilex having entered into the Asset Purchase Agreement, dated November 20, 2008 between the Debtors and Ilex (the "Purchase Agreement")³; and the Court having

³ A copy of the Purchase Agreement is attached hereto as Exhibit A.

conducted a hearing on November 25, 2008 to consider approval of the Purchase Agreement and the sale transaction contemplated therein, and all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Motion, the Purchase Agreement, and the transactions contemplated thereby; and the Court having reviewed and considered the Motion, the Purchase Agreement, and any objections thereto, and the arguments of counsel made, and evidence adduced, related thereto; and upon the record of the Bidding Procedures Order hearing, the Sale Approval Hearing, and the full record of these cases; and it appearing that the relief requested in the Motion is in the best interest of the Debtors, their estates, their creditors and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

- A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.
- B. This Court has jurisdiction over the Motion and the transactions contemplated by the Purchase Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.
- C. A sound business purpose justifies the sale of the Purchased Assets outside the ordinary course of business.
- D. Good and sufficient notice of the Motion and the relief sought therein has been given and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to parties in interest.

E. Good and sufficient notice of the assumption and assignment of Executory Contracts (as defined in the Purchase Agreement) pursuant to the Purchase Agreement has been given and no other or further notice is required. A reasonable opportunity to object or be heard regarding the assumption and assignment of Executory Contracts has been afforded to parties in interest.

F. The Debtors solicited offers for, conducted an auction of, and selected the Purchaser as the Prevailing Bidder for the sale of the Purchased Assets at the Auction held on October 31, 2008, in accordance with the Bidding Procedures Order, as supplemented by the Corrected Notice of Amended Bidding Procedures, Supplemental Auction Date, and Supplemental Sale Approval Hearing in Connection with the Debtors' Remaining Assets (the "Amended Bidding Procedures") filed by the Debtors on October 21, 2008;

G. The Auction and the Amended Bidding Procedures were fair and reasonable in substance and procedure, and the Auction was conducted in good faith and at arm's length. At the conclusion of the Auction, the Debtors determined that the Hermes Purchase Agreement represented the highest and best offer for the Purchase Assets. The Court having approved the sale transaction reflected in the Hermes Purchase Agreement subject to submission of an agreed form of order and completion of certain ancillary documents. Thereafter, as a result of Hermes' continued failure to deposit the additional deposit required under the Hermes Purchase Agreement and the Bid Procedures Order [D.I. 74], failure to complete the required ancillary documents, and Hermes' continued demands for modifications to the Hermes Purchase Agreement and the documents ancillary thereto, the Debtors in the proper exercise of their business judgment and in consultation with the DIP Agent, DIP Lenders and the Official

Committee of Unsecured Creditors, have determined that the Purchase Agreement reflects the current highest and best bid for the Purchased Assets.

H. The Debtors have obtained a fair and reasonable price for the sale of the Purchased Assets.

I. The Purchaser's offer for the Purchased Assets, as embodied in the Purchase Agreement, is the highest and best offer received by the Debtors and remaining therefor.

J. Consummation of the Sale transaction contemplated by the Purchase Agreement will provide the highest and best value for the Purchased Assets and is in the best interests of the Debtors and their estates.

K. The Purchase Agreement has been negotiated by the Debtors and the Purchaser in good faith and at arm's length.

L. The Purchaser is a "good faith purchaser" entitled to the benefits and protections of section 363(m) of the Bankruptcy Code.

M. The Debtors and the Purchaser have not engaged in any conduct that would permit the Purchase Agreement or the sale contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code.

N. The Debtors have reasonable access to their books and records to allow them to administer their bankruptcy cases post-sale.

O. The legal and factual bases set forth in the Motion and at the Sale Approval Hearing establish just cause for the relief granted herein.

P. The relief requested in the Motion is an exercise of the Debtors' sound business judgment and is in the best interests of the Debtors and their estates and creditors.

Q. The entry of this Order is in the best interests of the Debtors, their estates, their creditors and other parties in interest.

R. The Debtors have determined that the parties to the Consortium, as specified, in the Notice of Auction Results filed November 3, 2008 [D.I. 341] (collectively, the "Back-Up Bidders") were deemed the winning bidders for the respective lots of the Purchased Assets as the next highest or otherwise best Qualified Bids for the individual lots of the Purchased Assets identified in such notice.

S. In accordance with the Final Order: (A) Authorizing Debtors to Obtain Post-Petition Financing and Grant Security Interests and Superpriority Administrative Expense Status Pursuant to 11 U.S.C. §§ 105, 365(c) and 364(d); (B) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362; (C) Authorizing Debtors to Enter Into DIP Financing Agreements with Wells Fargo Foothill, Inc., in its Capacity as Agent for Itself and Certain Other DIP Lenders; and (D) Granting Adequate Protection in Respect Thereof, entered on September 5, 2008 [D.I. 145] (as subsequently extended, or as may be extended, by further orders of the Court, the "Final DIP Financing Order") and the Loan Documents (as defined in the Final DIP Financing Order), with Wells Fargo, Inc., in its capacity as agent (in such capacity, "DIP Agent") for itself and the other financial institutions from time to time party to the DIP Loan Agreement (as defined in the Final DIP Financing Order) as lenders (collectively with the DIP Agent, the "DIP Lenders"), and in its capacity as Pre-Petition Agent (as defined in the Final DIP Financing Order), for the benefit of itself and the other Pre-Petition Lenders (as defined in the Final DIP Financing Order), Debtors granted (i) DIP Agent, on behalf of the DIP Lenders, post-petition first priority liens and security interests in and to all of Debtors' assets, including without limitation, any and all proceeds thereof and (ii) Pre-Petition

Agent, on behalf of the Pre-Petition Lenders, replacement liens on the Collateral as adequate protection for the use of such Collateral, to the extent of any diminution in the value of their liens on and security interest in such Collateral from and after the Petition Date (the "Adequate Protection Liens").

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted to the extent set forth herein.
2. All objections and responses to the Motion that have not been overruled, withdrawn, waived, settled or resolved, and all reservations of rights included therein, are hereby overruled and denied; provided, that the objection of the Committee with respect to the allocation of proceeds received by the Debtors from the Sale shall be governed by the Supplemental Order Concerning the Distribution of Proceeds From the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests dated October 31, 2008 [D.I. 340].
3. The Purchaser's offer for the Purchased Assets, as embodied in the Purchase Agreement, is the highest or otherwise best offer for the Purchased Assets and is hereby approved.
4. The Purchase Agreement is hereby approved pursuant to section 363(b) of the Bankruptcy Code and the Debtors are authorized to consummate and perform all of their obligations under the Purchase Agreement and to execute such other documents and take such other actions as are necessary or appropriate to effectuate the Purchase Agreement (collectively, the "Purchase Closing Documents").

5. Pursuant to section 363(f) of the Bankruptcy Code, the Purchased Assets shall be sold and transferred free and clear of all liens, claims, interests and encumbrances (collectively, "Liens") except as otherwise provided in the Purchase Agreement, with any and all such Liens to attach to proceeds of such sale with the same validity, priority, force and effect that such Liens had on the Purchased Assets immediately prior to the sale and subject to the rights, claims, defenses, and objections, if any, of the Debtors and all interested parties with respect to any such asserted Liens.

6. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, upon the closing under the Purchase Agreement, the sale by the Debtors to the Purchaser of the Purchased Assets and transactions related thereto effect a legal, valid, enforceable and effective sale and transfer of the Purchased Assets and are authorized and approved in all respects.

7. Pursuant to section 365 of the Bankruptcy Code, the assumption by the Debtors and assignment to the Purchaser of Executory Contracts pursuant to the Purchase Agreement is hereby authorized and approved in all respects. Any defaults that may exist under such Executory Contracts have or will be cured as set forth in the Purchase Agreement. For the avoidance of doubt, and without limiting the generality of the foregoing, the Purchaser has confirmed that the Purchase Agreement provides for (i) the assumption and assignment of the Calgon Agreement (as defined in the Second Supplemental Notice to Counterparties to Executory Contracts and Unexpired Leases that May be Assumed dated September 24, 2008 [D.I. 219] (the "Second Supplemental Notice")), including Article I, Section C(5) of the Calgon Agreement, which prohibits the use of or registering of the word CALGON in a manner or form or in combination with graphic elements confusingly similar to the current packaging of Reckitt Benckiser N.V. ("RBNV") as set forth in more detail in the Calgon Agreement, and (ii) the assumption and assignment of the related agreements listed as

contract numbers 37.a through 37.g in the Second Supplemental Notice (the "Calgon Related Agreements"), but only to the extent of the Debtors' interest in such Calgon Related Agreements.

8. Pursuant to the terms of the Purchase Agreement, the Purchaser has agreed to execute and deliver to the order of the Debtors a Promissory Note in the aggregate principal amount of \$3,775,000 (the "Note"), which shall be secured by all of the Purchased Assets and the proceeds thereof, together with the guarantee and the other pledged property (as set forth in the Purchase Agreement). In accordance with the terms and conditions of the Final DIP Order and the DIP Loan Agreements, Debtors are hereby authorized and directed to execute and deliver each of the Purchase Closing Documents and to assign, pledge, transfer and set over to DIP Agent, acting for the DIP Lenders, and as Pre-Petition Agent, acting for the Pre-Petition Lenders (to the extent provided by the Final DIP Order), a continuing post-petition lien and security interest in and to the Note, any and all obligations, liabilities and indebtedness of Purchaser as the maker of the Note, any and all amounts at any time due and payable under the Note, the Guaranty, and any and all property and assets pledged as collateral security for the obligations, liabilities and indebtedness of Purchaser evidenced by or arising under the Note, and all other agreements, documents and instruments at any time executed and delivered in connection with any of the foregoing.

9. The Debtors shall continue to operate their businesses associated with the Purchased Assets in the ordinary course of business, including the shipment of goods to customers, until the closing of the transactions under the Purchase Agreement.

10. The stays provided for in Bankruptcy Rules 6004(h) and 6006(d) are hereby waived and this Order shall be effective immediately upon its entry.

11. The terms of this Order shall be binding on the Purchaser and its successors, the Debtors, creditors of the Debtors and all other parties in interest in the Debtors' cases, and any successors of the Debtors, including any trustee or examiner appointed in these cases or upon a conversion of these cases to chapter 7 of the Bankruptcy Code.

12. The Purchaser is a good faith purchaser entitled to the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

13. The transactions consummated pursuant to this Order vest the Purchaser with valid title to the Purchased Assets (and valid, record, marketable and insurable title to the Owned Properties) free and clear of all Liens and Encumbrances, Claims and Liabilities (other than the Permitted Exceptions as defined in the Purchase Agreement) and this Order shall be sole and sufficient evidence of the transfer of title to any particular purchaser, and the sale transaction consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transactions contemplated hereby.

14. If the Purchaser fails to consummate the transaction contemplated by the Purchase Agreement because of a breach or failure to perform on the part of the Purchaser, in accordance with Section K of the Bidding Procedures Order, the Debtors are authorized, but not required, to consummate the transaction generally contemplated by the Back-Up Bidders' purchase agreements without further order of the Court. Except for those sections that apply specifically to the Purchase Agreement and Note presented by the Purchaser, to the extent that the Debtors consummate the transaction contemplated herein with the Back-Up Bidders, this order, including all findings of fact, conclusions of law and ordered provisions apply to the Back-Up Bidders as if they are the Purchaser.

15. After the sale hearing, if it has been determined by the Debtors in accordance with the Bidding Procedures Order that Ilex is unable or unwilling to close, the Debtors, in accordance with Section K of the Bidding Procedures Order and after entry of this Order by the Bankruptcy Court, are authorized to consummate the transaction generally contemplated by the Back-Up Bidders' purchase agreements without further order of the Court.

16. This Court retains jurisdiction to interpret, implement and enforce the provisions of, and resolve any disputes arising under or related to, this Order and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder and each of the agreements executed in connection therewith.

17. Nothing contained in any chapter 11 plan confirmed in these cases or the order of confirmation confirming any chapter 11 plan, nor any order dismissing any case or converting it to chapter 7 liquidation shall conflict with or derogate from the provisions of the Purchase Agreement, any documents or instrument executed in connection therewith, or the terms of this Order.

18. The failure specifically to include any particular provisions of the Purchase Agreement or any of the documents, agreements or instruments executed in connection therewith in this Order shall not diminish or impair the efficacy of such provision, document, agreement or instrument, it being the intent of the Court that the Purchase Agreement and each document, agreement or instrument reflected or contemplated thereby be authorized and approved in its entirety.


19. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

20. Young Conaway Stargatt & Taylor, LLP is hereby instructed to hold the \$25,000 deposit submitted in the connection with the Hermes Asset Purchase Agreement in its IOLTA account pending further order of this Court.

21. Houlihan Lokey Howard & Zukin Capital, Inc. ("Houlihan Lokey"), in consideration of its agreement to limit its Sale Transaction Fee to \$1,050,000, shall be paid, (i) upon the closing under the Purchase Agreement, the amount of \$450,000, plus (ii) upon the release of all escrowed funds from The Wilmington Trust Company on account of the inventory escrows established as part on the prior sales of the Debtors' assets, the amount of \$500,000, it being understood that the payments set forth in (i) and (ii) shall be interim payments pursuant to the terms of this Court's Order Granting The Debtors' Application For Authority To Retain Houlihan Lokey Howard & Zukin Capital, Inc. As Investment Banker To The Debtors, Nunc Pro Tunc To The Commencement Date And Request For A Waiver Of The Information Requirements Of Local Rule 2016-2 (the "Houlihan Retention Order") and the Engagement

Letter approved on the terms set forth in the Houlihan Retention Order, to be applied against any Sale Transaction Fee to which Houlihan Lokey may be entitled under the Houlihan Retention Order (subject to a maximum Sale Transaction Fee of \$1,050,000 as noted above the balance of which in the amount of \$100,000 shall be due and payable at such time as Note is paid in full), provided, however, that such payment shall be interim in nature, and without prejudice to the rights of any party in interest to object to the final fee application of Houlihan Lokey consistent with the Houlihan Retention Order, which final fee application shall be filed no later than 30 days from the entry of this Order.

Dated: Wilmington, Delaware
November 15, 2008


Brendan Linahan Shannon
United States Bankruptcy Judge

Schedule 6.6(a)
Intellectual Property

I. Trademark registrations

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
Canada	NOURISH YOUR SKIN AND SOOTHE YOUR SOUL	1396884	Active	Lander Intangibles Corp.
Canada	AHH...SPA!	TMA646,572	Active	Lander Intangibles Corp.
United States of America	AHH...SPA!	3,132,719	Active	Lander Intangibles Corp.
Canada	Mmmmm!	1274697	Active	Lander Intangibles Corp.
United States of America	Mmmmm!	3,141,759	Active	Lander Intangibles Corp.
Canada	GET JUIC'D	1301588	Active	Lander Intangibles Corp.
United States of America	GET JUIC'D	78/883,306	Inactive	
United States of America	TAKE ME AWAY!	2,193,508	Active	Lander Intangibles Corp.
United States of America	TAKE ME AWAY!	78/836,764	Active	Lander Intangibles Corp.
Canada	TAKE ME AWAY!	1313790	Active	Lander Intangibles Corp.
Canada	Body Definition	TMA659855	Active	Lander Intangibles Corp.
United States of America	Body Definition	3,095,136	Active	Lander Intangibles Corp.
Canada	Natural Energy Complex	1288656	Inactive	
United States of America	Natural Energy Complex	78/802,341	Inactive	
United States of America	Organic Remedies	78/717,196	Inactive	
Canada	Pro Firma 3	TMA663989	Active	Lander

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
				Intangibles Corp.
United States of America	Pro Firma 3	3,151,979	Active	Lander Intangibles Corp.
Australia	Healing Garden	760249	Inactive	
Canada	Organics Wild Honey & Device	1231569	Active	Lander Intangibles Corp.
United States of America	Organics Wild Honey & Device	78/488,637	Active	Lander Intangibles Corp.
United States of America	PASSION ROSE	3,169,986	Active	Lander Intangibles Corp.
Canada	PASSION ROSE	1277894	Active	Lander Intangibles Corp.
Canada	Perfect Calm	TMA627,205	Active	Lander Intangibles Corp.
United States of America	Perfect Calm	2,846,359	Active	Lander Intangibles Corp.
United States of America	Pure Joy	2,814,042	Active	Lander Intangibles Corp.
Canada	SKIN ORGANICS	1263309	Active	Lander Intangibles Corp.
Andorra	The Healing Garden	12344	Active	Coty B.V.
Argentina	The Healing Garden	1779603	Active	Coty B.V.
Argentina	The Healing Garden	1779604	Active	Coty B.V.
Argentina	The Healing Garden	1779606	Active	Coty B.V.
Argentina	The Healing Garden	1779605	Active	Coty B.V.
Aruba	The Healing Garden	19460	Unconfirmed	
Benelux	The Healing Garden	629035	Unconfirmed	
Bermuda	The Healing Garden	29879	Unconfirmed	
Bermuda	The Healing Garden	29878	Unconfirmed	
Bermuda	The Healing Garden	29877	Unconfirmed	
Bolivia	The Healing Garden	C-76910	Unconfirmed	
Bolivia	The Healing Garden	77857-C	Unconfirmed	
Bolivia	The Healing Garden	77830-C	Unconfirmed	
Brazil	The Healing Garden	821325078	Unconfirmed	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
Canada	The Healing Garden	TMA534,486	Active	Lander Intangibles Corp.
Chile	The Healing Garden	605,930	Unconfirmed	
Colombia	The Healing Garden	220419	Unconfirmed	
Estonia	The Healing Garden	31436	Active	Coty B.V.
Gaza	The Healing Garden	5634	Unconfirmed	
Georgia	The Healing Garden	12512	Unconfirmed	
Greece	The Healing Garden	138964	Unconfirmed	
Guatemala	The Healing Garden	118003	Unconfirmed	
Guatemala	The Healing Garden	118040	Unconfirmed	
Guatemala	The Healing Garden	137742	Unconfirmed	
Hong Kong	The Healing Garden	1315750/2000	Unconfirmed	
Hong Kong	The Healing Garden	4793/1999	Unconfirmed	
Hong Kong	The Healing Garden	4452	Unconfirmed	
Indonesia	The Healing Garden	445261	Unconfirmed	
Indonesia	The Healing Garden	445259	Unconfirmed	
Indonesia	The Healing Garden	445,260	Unconfirmed	
Ireland	The Healing Garden	220259	Unconfirmed	
Jamaica	The Healing Garden	35706	Unconfirmed	
Japan	The Healing Garden	4291593	Unconfirmed	
Korea (South)	The Healing Garden	40-459191	Active	Coty B.V.
Kuwait	The Healing Garden	38875	Unconfirmed	
Lebanon	The Healing Garden	78219	Active	Coty B.V.
Lebanon	The Healing Garden	78220	Active	Coty B.V.
Mexico	The Healing Garden	609,081	Unconfirmed	
Netherlands-Antilles	The Healing Garden	21263	Unconfirmed	
Paraguay	The Healing Garden	222.512	Unconfirmed	
Peru	The Healing Garden	53057	Active	Coty B.V.
Saudi Arabia	The Healing Garden	509/84	Unconfirmed	
Saudi Arabia	The Healing Garden	509/83	Unconfirmed	
Saudi Arabia	The Healing Garden	510/59	Unconfirmed	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
Singapore	The Healing Garden	T98/05578D	Inactive	
Singapore	The Healing Garden	T98/05577F	Inactive	
Singapore	The Healing Garden	T98/05576H	Inactive	
South Africa	The Healing Garden	98/18515	Active	Coty B.V.
South Africa	The Healing Garden	98/18517	Active	Coty B.V.
Turkey	The Healing Garden	207094	Active	Coty B.V.
United Arab Emirates	The Healing Garden	23959	Active	Coty B.V.
United States of America	The Healing Garden	2,480,075	Inactive	
United States of America	The Healing Garden	2,490,666	Active	Lander Intangibles Corp.
Uruguay	The Healing Garden	309521	Unconfirmed	
Venezuela	The Healing Garden	P217916	Active	Unconfirmed
WIPO	The Healing Garden	702138	Unconfirmed	
Yemen	The Healing Garden	10772	Unconfirmed	
Yemen	The Healing Garden	10771	Unconfirmed	
Yemen	The Healing Garden	10770	Unconfirmed	
South Africa	The Healing Garden & Device	98/18518	Active	Coty B.V.
South Africa	The Healing Garden & Device	98/18516	Active	Coty B.V.
Argentina	THE HEALING GARDEN IN BLOOM	2519188	Active	Coty B.V.
Benelux	THE HEALING GARDEN IN BLOOM	749781	Unconfirmed	
Brazil	THE HEALING GARDEN IN BLOOM	826579922	Unconfirmed	
Canada	THE HEALING GARDEN IN BLOOM	TMA659,935	Active	Lander Intangibles Corp.
Chile	THE HEALING GARDEN IN BLOOM	710.235	Unconfirmed	
Colombia	THE HEALING GARDEN IN BLOOM	293967	Unconfirmed	
Mexico	THE HEALING GARDEN	849635	Unconfirmed	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
	IN BLOOM			
United States of America	THE HEALING GARDEN IN BLOOM	3,101,791	Active	Lander Intangibles Corp.
Australia	The Healing Garden (Stylized)	781315	Active	Coty B.V.
Benelux	The Healing Garden (Stylized)	628496	Unconfirmed	
Bolivia	The Healing Garden (Stylized)	C-76901	Unconfirmed	
Bolivia	The Healing Garden (Stylized)	C-76903	Unconfirmed	
Bolivia	The Healing Garden (Stylized)	c-76902	Unconfirmed	
Brazil	The Healing Garden (Stylized)	821,325,094	Unconfirmed	
Brazil	The Healing Garden (Stylized)	8321325086	Unconfirmed	
Chile	The Healing Garden (Stylized)	544.569	Unconfirmed	
Chile	The Healing Garden (Stylized)	573.763	Unconfirmed	
Chile	The Healing Garden (Stylized)	573.762	Unconfirmed	
Colombia	the healing garden (Stylized)	219759	Unconfirmed	
Colombia	the healing garden (Stylized)	219552	Unconfirmed	
Colombia	the healing garden (Stylized)	220418	Unconfirmed	
Estonia	The Healing Garden (Stylized)	31438	Active	Coty B.V.
Georgia	The Healing Garden (Stylized)	M 12780	Unconfirmed	
Greece	The Healing Garden (Stylized)	138963	Unconfirmed	
Ireland	The Healing Garden	211139	Unconfirmed	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
	(Stylized)			
Korea (South)	The Healing Garden (Stylized)	40-459360	Active	Coty B.V.
Korea (South)	The Healing Garden (Stylized)	40-459192	Active	Coty B.V.
Korea (South)	The Healing Garden (Stylized)	456245	Active	Coty B.V.
Mexico	The Healing Garden (Stylized)	603413	Unconfirmed	
Mexico	The Healing Garden (Stylized)	606690	Unconfirmed	
Mexico	The Healing Garden (Stylized)	603068	Unconfirmed	
New Zealand	The Healing Garden (Stylized)	302825	Unconfirmed	
New Zealand	The Healing Garden (Stylized)	302824	Unconfirmed	
New Zealand	The Healing Garden (Stylized)	302823	Unconfirmed	
Paraguay	The Healing Garden (Stylized)	222.39	Unconfirmed	
Paraguay	The Healing Garden (Stylized)	222.387	Unconfirmed	
Paraguay	The Healing Garden (Stylized)	222.388	Unconfirmed	
Peru	The Healing Garden (Stylized)	53056	Active	Coty B.V.
Singapore	The Healing Garden (Stylized)	T99/03770D	Active	Coty B.V.
Singapore	The Healing Garden (Stylized)	T99/03769J	Active	Coty B.V.
Singapore	The Healing Garden (Stylized)	T99/0376B	Active	Coty B.V.
Turkey	The Healing Garden (Stylized)	207038	Active	Coty B.V.
United Arab Emirates	The Healing Garden	22705	Active	Coty B.V.

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
	(Stylized)			
United Arab Emirates	The Healing Garden (Stylized)	23958	Active	Coty B.V.
Uruguay	The Healing Garden (Stylized)	309522	Unconfirmed	
Venezuela	The Healing Garden (Stylized)	P223163	Unconfirmed	
Venezuela	The Healing Garden (Stylized)	P223162	Active	Unconfirmed
Venezuela	The Healing Garden (Stylized)	P223164	Unconfirmed	
WIPO	The Healing Garden (Stylized)	702273	Unconfirmed	
Canada	The Healing Garden Waters	TMA629,166	Active	Lander Intangibles Corp.
United States of America	The Healing Garden Waters	2,783,105	Active	Lander Intangibles Corp.
United States of America	AHH...SPA! TROPICS	78/224,861	Inactive	
United States of America	AHH...SPA!	78/189,251	Inactive	
United States of America	AHH... SPA! FEET RETREAT	78/317,222	Inactive	
United States of America	BODY ROCKS	78/602,131	Inactive	
Canada	BODY ROCKS	1271970	Inactive	
United States of America	Waterborn	78/071,157	Inactive	
United States of America	The Healing Garden	2,141,560	Inactive	
United States of America	Aqua Spa	75/286,706	Inactive	
Canada	Collagen Peptide Complex	1288657	Inactive	
United States of America	Collagen Peptide Complex	78/802,442	Inactive	
Australia	Cold Comforththerapy	782443	Active	Coty B.V.

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
Canada	Cold Comfortheraphy	873,334	Inactive	
Philippines	Cold Comfortheraphy	4-1999-02262	Unconfirmed	
United States of America	Cold Comfortheraphy	75/428,149	Inactive	
New Zealand	Cold Comfortheraphy & Device	303501	Unconfirmed	
New Zealand	Cold Comfortheraphy & Device	303503	Unconfirmed	
Benelux	Ginger Lylsensations & Device	656443	Unconfirmed	
Australia	Gingerlily Theraphy	790173	Active	Coty B.V.
New Zealand	Gingerlily Theraphy	307394	Unconfirmed	
New Zealand	Gingerlily Theraphy	307395	Unconfirmed	
United States of America	Gingerlily Theraphy	2,663,543	Active	Lander Intangibles Corp.
United States of America	Gingerlily Theraphy	75/550,597	Inactive	
United States of America	Gingerlily Theraphy (Design)	2,649,759	Active	Lander Intangibles Corp.
Philippines	Gingerlilytheraphy	4-1999-02261	Unconfirmed	
Benelux	Green Teasensations & Device	638298	Unconfirmed	
WIPO	Green Teasensations & Device	718 230	Unconfirmed	
Ireland	Green Teasensations & Device	214184	Unconfirmed	
Canada	Green Teatheraphy	TMA526,770	Active	Lander Intangibles Corp.
Philippines	Green Teatheraphy	4-1999-02266	Unconfirmed	
United States of America	Green Teatheraphy	2,234,974	Active	Lander Intangibles Corp.
United States of America	Green Teatheraphy	75/550,580	Inactive	
United States of America	Handtheraphy	75/384,364	Inactive	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
Canada	Holistic Fragrances For The Mind + Body + Spirit	1,107,959	Inactive	
United States of America	Holistic Fragrances For The Mind+Body+Spirit	78/071,167	Inactive	
United States of America	Holistic Fragrances For Mind+Body+Spirit	78/071,166	Inactive	
Benelux	Jasminesensations & Device	638297	Unconfirmed	
WIPO	Jasminesensations & Device	718 916	Unconfirmed	
Canada	Jasminetherapy	TMA526,771	Active	Lander Intangibles Corp.
Philippines	Jasminetherapy	4-1999-02265	Unconfirmed	
United States of America	Jasminetherapy	2,177,527	Inactive	
United States of America	Jasminetherapy	75/550,578	Inactive	
Benelux	Junipersensations & Device	663249	Unconfirmed	
France	Junipersensations & Device	00 3049653	Unconfirmed	
United States of America	Junipertherapy	75/670,235	Inactive	
Benelux	Lavendersensations & Device	638299	Unconfirmed	
WIPO	Lavendersensations & Device	718 229	Unconfirmed	
Canada	Lavendertherapy	TMA 526,875	Active	Lander Intangibles Corp.
Philippines	Lavendertherapy	4-1999-02264	Unconfirmed	
United States of America	Lavendertherapy	2,170,266	Inactive	
United States of America	Lavendertherapy	2,457,847	Inactive	
United States of America	Lovetherapy	75/591,782	Inactive	
United States of	Lovetherapy	75/591,783	Inactive	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
America			Unconfirmed	
Argentina	Mandarinesensations		Unconfirmed	
Benelux	Mandarinesensations & Device	638296	Unconfirmed	
WIPO	Mandarinesensations & Device	718231	Unconfirmed	
Ireland	Mandarinesensations & Device	214236	Unconfirmed	
Canada	Mintheraphy	873,335	Inactive	
Philippines	Mintheraphy	4-1999-02263	Unconfirmed	
United States of America	Mintheraphy	75/369,578	Inactive	
United States of America	Mintheraphy	2,326,672	Inactive	
United States of America	Mintheraphy	2,517,862	Inactive	
Australia	The Healing Garden Mintheraphy For Feet & Device	782,442	Active	Coty B.V.
New Zealand	The Healing Garden Mintheraphy For Feet & Device	303502	Unconfirmed	
United States of America	Mintheraphy Revitalizing	75/567,334	Inactive	
United States of America	Mintheraphy Vitalizing	75/567,333	Inactive	
United States of America	Perfect Calm	78/071,165	Inactive	
Canada	Pure Joy	1,107,957	Inactive	
United States of America	Pure Joy	78/071,162	Inactive	
United States of America	SKIN ORGANICS	78/601,972	Inactive	
Canada	Tangerinetheraphy	TMA526,752	Active	Lander Intangibles Corp.
Philippines	Tangerinetheraphy	4-1999-02260	Unconfirmed	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
United States of America	Tangerinetherapy	2,170,392	Inactive	
United States of America	Tangerinetherapy	75/550,577	Inactive	
Australia	The Healing Garden		Unconfirmed	
Bahrain	The Healing Garden		Unconfirmed	
Fiji	The Healing Garden	285/98	Unconfirmed	
Fiji	The Healing Garden	286/98	Unconfirmed	
Fiji	The Healing Garden	287/98	Unconfirmed	
Gaza	The Healing Garden	5635	Unconfirmed	
Gaza	The Healing Garden	5636	Unconfirmed	
India	The Healing Garden	808729	Inactive	
India	The Healing Garden	808731	Inactive	
India	The Healing Garden	808730	Inactive	
Israel	The Healing Garden	124600	Unconfirmed	
Jamaica	The Healing Garden	32733	Unconfirmed	
Jamaica	The Healing Garden	33780	Unconfirmed	
Jordan	The Healing Garden	52249	Unconfirmed	
New Zealand	Healing Garden	290630	Unconfirmed	
Oman	The Healing Garden	18174	Unconfirmed	
Oman	The Healing Garden	18176	Unconfirmed	
Oman	The Healing Garden	18175	Unconfirmed	
Pakistan	The Healing Garden	149058	Unconfirmed	
Pakistan	The Healing Garden	149060	Unconfirmed	
Pakistan	The Healing Garden	149059	Unconfirmed	
Peru	The Healing Garden	75725	Unconfirmed	
Philippines	The Healing Garden	4709	Unconfirmed	
Qatar	The Healing Garden	19012	Unconfirmed	
West Bank	The Healing Garden	7121	Unconfirmed	
West Bank	The Healing Garden	7120	Unconfirmed	
West Bank	The Healing Garden	7119	Unconfirmed	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
United States of America	The Kids Garden	2,462,249	Inactive	
Australia	The Healing Garden Green Teatherapy & Device	775085	Active	Coty B.V.
New Zealand	The Healing Garden Green Teatherapy & Device	299376	Unconfirmed	
New Zealand	The Healing Garden Green Teatherapy & Device	299378	Unconfirmed	
New Zealand	The Healing Garden Green Teatherapy & Device	299377	Unconfirmed	
United States of America	The Healing Garden HolisticFragrances for the	75/291,280	Inactive	
Australia	The Healing Garden Jasminetherapy & Device	775086	Active	Coty B.V.
New Zealand	The Healing Garden Jasminetherapy & Device	299372	Unconfirmed	
New Zealand	The Healing Garden Jasminetherapy & Device	299370	Unconfirmed	
New Zealand	The Healing Garden Jasminetherapy & Device	299371	Unconfirmed	
Australia	The Healing Garden Lavendertherapy & Device	775087	Active	Coty B.V.
New Zealand	The Healing Garden Lavendertherapy & Device	299368	Unconfirmed	
New Zealand	The Healing Garden Lavendertherapy & Device	299369	Unconfirmed	
New Zealand	The Healing Garden Lavendertherapy & Device	299367	Unconfirmed	
Israel	The Healing Garden (Stylized)	124601	Unconfirmed	
Israel	The Healing Garden (Stylized)	124603	Unconfirmed	
Israel	The Healing Garden (Stylized)	164602	Unconfirmed	
Jordan	The Healing Garden (Stylized)	52246	Unconfirmed	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
Jordan	The Healing Garden (Stylized)	52248	Unconfirmed	
Jordan	The Healing Garden (Stylized)	52247	Unconfirmed	
Peru	The Healing Garden (Stylized)	75726	Unconfirmed	
United Arab Emirates	The Healing Garden (Stylized)	29437	Unconfirmed	
Australia	The Healing Garden Tangerinetherapy & Device	775088	Active	Coty B.V.
New Zealand	The Healing Garden Tangerinetherapy & Device	299374	Unconfirmed	
New Zealand	The Healing Garden Tangerinetherapy & Device	299375	Unconfirmed	
New Zealand	The Healing Garden Tangerinetherapy & Device	299373	Unconfirmed	
United States of America	The Healing Garden Waters	78/071,160	Inactive	
United States of America	TravelTherapy	75/591,784	Inactive	
United States of America	Traveltherapy	75/752,832	Inactive	
Canada	Waterborn	1,107,956	Inactive	
United States of America	Waterborn	78/071,158	Inactive	

2. Pending Trademark Applications

None.

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