

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																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Fine Fragrances and Cosmetics Limited</td> <td></td> <td>04/01/2008</td> <td>LIMITED LIABILITY COMPANY: UNITED KINGDOM</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Fine Fragrances and Cosmetics Limited		04/01/2008	LIMITED LIABILITY COMPANY: UNITED KINGDOM																
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">Vivalis Limited</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">22 Grimroad Place</td> </tr> <tr> <td>City:</td> <td colspan="3">Skelmersdale, Lancashire</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">WN8 9UU</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">LIMITED LIABILITY COMPANY: UNITED KINGDOM</td> </tr> </table>				Name:	Vivalis Limited			Street Address:	22 Grimroad Place			City:	Skelmersdale, Lancashire			State/Country:	UNITED KINGDOM			Postal Code:	WN8 9UU			Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
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PROPERTY NUMBERS Total: 3																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>0941189</td> <td>TAYLOR OF LONDON</td> </tr> <tr> <td>Registration Number:</td> <td>2760300</td> <td>WHITE SATIN</td> </tr> <tr> <td>Registration Number:</td> <td>0334333</td> <td>TWEED</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	0941189	TAYLOR OF LONDON	Registration Number:	2760300	WHITE SATIN	Registration Number:	0334333	TWEED												
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CORRESPONDENCE DATA																											
<p>Fax Number: 6176468646 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 6176468000 Email: drwtrademarks@wolfgreenfield.com Correspondent Name: Douglas R. Wolf Address Line 1: 600 Atlantic Avenue Address Line 4: Boston, MASSACHUSETTS 02210</p>																											
ATTORNEY DOCKET NUMBER:	F0707.40000US00																										

DOMESTIC REPRESENTATIVE

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REEL: 004759 FRAME: 0338

OP \$90.00 0941189

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Douglas R. Wolf
Signature:	/drw/
Date:	04/18/2012

Total Attachments: 9

source=F0707.40000US00 FFC to Vivalis#page1.tif
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 **FRESHFIELDS BRUCKHAUS DERINGER**

FINE FRAGRANCES AND COSMETICS LIMITED

AND

VIVALIS LIMITED

AGREEMENT

for the sale and purchase of the business of
Fine Fragrances and Cosmetics Limited

1 April 2008

TRADEMARK
REEL: 004759 FRAME: 0340

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THIS AGREEMENT is made on 1 April 2008

BETWEEN:

- (1) **FINE FRAGRANCES AND COSMETICS LIMITED**, a limited liability company incorporated under the laws of England and Wales, with company number 01967340, whose registered office is at 22 Grimrod Place, Skelmersdale, Lancashire, WN8 9UU (the *Seller*); and
- (2) **VIVALIS LIMITED**, a limited liability company incorporated under the laws of England and Wales, with company number 01462595, whose registered office is at 22 Grimrod Place, Skelmersdale, Lancashire, WN8 9UU (the *Purchaser*).

WHEREAS:

- (A) The Seller is a sales, marketing and distribution company operating in the fragrance, hair care and skincare sectors (the *Business*).
- (B) The Seller has agreed to sell the Business (as defined above) to the Purchaser for the consideration and upon the terms and conditions set out in this agreement.

NOW IT IS AGREED as follows:

1. DEFINITIONS

1.1 Words and expressions used in this Agreement shall have the meanings set out in Schedule 1, unless the context requires otherwise.

1.2 The Schedules comprise all the schedules to this Agreement and form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement. Any reference to this Agreement shall include all Schedules.

2. AGREEMENT TO SELL AND PRICE

2.1 Subject to Clause 2.4 below, the Seller hereby sells, transfers and assigns (or shall procure the sale, transfer and assignment of), and the Purchaser hereby purchases and accepts, such right, title and interest (if any) as the Seller may have in the Business as a going concern, which includes the following Business Assets:

- (a) the Stock;
- (b) the Trade Receivables;
- (c) the benefit (subject to the burden) of all Contracts which remain outstanding in whole or in part at the date of this Agreement;
- (d) the loose Plant and Equipment;
- (e) the Employees;
- (f) the benefit of all Claims subsisting at the date of this Agreement;

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- (g) the Information;
- (h) the Trade Mark Assets (subject to the terms and conditions of the Trade Mark Licences and any licences granted to third parties);
- (i) the Business Intellectual Property Rights; and
- (j) the Goodwill.

but, for the avoidance of doubt, does not include the Excluded Assets and the Excluded Liabilities.

2.2 In consideration for the sale, transfer and assignment by the Seller of the Business (including the Business Assets), the Purchaser shall:

- (a) pay to the Seller the sum of £ [REDACTED] and
- (b) assume responsibility for the satisfaction of all the Liabilities (other than the Excluded Liabilities).

2.3 The Purchaser shall indemnify and hold the Seller harmless from and against all proceedings, claims, actions, demands, obligations, damages, losses, costs and expenses which the Seller may suffer or incur in respect of the Liabilities.

2.4 The Seller and the Purchaser hereby agree that, notwithstanding the transfer detailed in this clause, the Business Assets are transferred subject to the security described in the Security Documents and there shall be no release of the Business Assets from all or any part of that security.

3. EXCLUDED ASSETS AND LIABILITIES

3.1 The Purchaser acknowledges that it is not purchasing or receiving the Excluded Assets or the Excluded Liabilities, which are excluded from the sale and purchase under this Agreement.

3.2 Nothing in this Agreement shall operate to transfer any of the Excluded Assets to the Purchaser or make the Purchaser liable for any of the Excluded Liabilities, provided that the Purchaser and the Seller shall, with respect to any assets that were, in the reasonable opinion of the Seller and the Purchaser, accidentally not included as part of the Business Assets, whilst they were assets forming part of the ordinary course of the Business, enter into good faith negotiations with respect to the terms and conditions on which these assets may be transferred to the Purchaser.

4. CLOSING

4.1 The sale and purchase of the Business Assets shall be completed immediately after this Agreement is signed (*Closing*), when the events detailed in the remainder of this Clause 4 shall take place.

4.2 On Closing, the Seller shall cause to be delivered or made available to the Purchaser:

- (a) such documents as the Purchaser may reasonably require to complete the sale and purchase of the Business Assets, together with all deeds and documents of title relating thereto;
- (b) without limitation to the above, Trade Mark Assignment Deeds in substantially the form set out in Schedule 9 in respect of all of the Trade Mark Assets, duly executed by the relevant assignor;
- (c) possession of such of the Business Assets as are tangible including:
 - (i) all information (whether in computerised or other form) relating to the Business; and
 - (ii) all the designs and drawings, plans, manufacturing data, research and development data, prototypes, research materials, technical and sales publications, advertising material, computer media and other technical and sales matter of the Seller in relation to the Business, together with any plates, blocks, negatives and other like material relating thereto.

4.3 The cash sum referred to in Clause 2.2(a) above shall be left outstanding as a debt payable on demand in writing made by the Seller to the Purchaser at any time after the date of this Agreement and shall bear interest at a rate to be agreed from time to time between the parties.

4.4 If and to the extent that any documents of transfer are not available at Closing, the parties shall arrange for appropriate transfer documents to be prepared and completed as soon as practicable after Closing.

5. TITLE AND SUPPLEMENTARY PROVISIONS

5.1 Beneficial ownership and risk in respect of the Business Assets shall pass to the Purchaser on Closing. Title to all Business Assets which can be transferred by delivery shall pass on delivery and such delivery shall be deemed to take place at the offices of the Seller at 22 Grimrod Place, Skelmersdale, Lancashire, WN8 9UU on Closing.

5.2 Insofar as the Business Assets comprise the benefit of Claims and the benefit (subject to the burden) of Contracts which cannot effectively be assigned or transferred by the Seller to the Purchaser except by agreements of novation or without obtaining a consent, an approval, a waiver or the like from a third party (*Consents*):

- (a) the Seller shall (upon the request of the Purchaser) take all reasonable steps to procure that such Contracts are novated or the necessary Consents obtained and the Purchaser shall co-operate with the Seller for such purpose;
- (b) unless or until each of such Contracts shall have been so novated or assigned or any necessary Consent obtained, the Seller shall from the date of Closing receive and hold the benefit of the relevant Contract or Claim as trustee on trust for the Purchaser and shall pay to the Purchaser promptly upon receipt any sums received by it under any such Contract or pursuant to any such Claim;

SIGNATURE

This Agreement is signed by duly authorised representatives of the parties:

SIGNED)
for and on behalf of)
FINE FRAGRANCES AND)
COSMETICS LIMITED)


GRAHAM LYNCH-STAUNTON

SIGNED)
for and on behalf of)
VIVALIS LIMITED)


RICHARD OTLEY

Rina Kerry	528,928		Reg Mark	22-Apr-08	Fine Fragrances & Cosmetics Ltd
Rina Kerry	183921		Reg Mark	19-May-09	Fine Fragrances & Cosmetics Ltd
Rina Kerry	63036032		Reg Mark	30-Aug-10	Fine Fragrances & Cosmetics Ltd
Rina Kerry	89706692		Reg Mark	30-Oct-10	Fine Fragrances & Cosmetics Ltd
Rina Kerry	1623192		Reg Mark	20-Nov-10	Fine Fragrances & Cosmetics Ltd
Rina Kerry	1,631,673		Reg Mark	24-Apr-11	Fine Fragrances & Cosmetics Ltd
Rina Kerry	40,360		Reg Mark	14-Feb-13	Fine Fragrances & Cosmetics Ltd
Rina Kerry	366/48		Reg Mark	02-Sep-14	Fine Fragrances & Cosmetics Ltd
Rina Kerry	1339737		Reg Mark	26-Mar-15	Fine Fragrances & Cosmetics Ltd
Rina Kerry	188401906C	words	reg Mark	26-Apr-15	Fine Fragrances & Cosmetics Ltd
Rina Kerry	11868	WORDS	Reg Mark	01-Sep-13	Fine Fragrances & Cosmetics Ltd
Rina Kerry & M/F Device	1568244		Reg Mark	13-Apr-11	Fine Fragrances & Cosmetics Ltd
Rina Kerry Chique	2190219	Word	Reg Mark	26-Feb-09	Fine Fragrances & Cosmetics Ltd
Rina Kerry Chique	305908	Word	Reg Mark	02-Mar-16	Fine Fragrances & Cosmetics Ltd
Rina Kerry Ess. Musk & Device	373568		Reg Mark	03-Dec-16	Fine Fragrances & Cosmetics Ltd
Rina Kerry Essential Musk + Device	2041042		Reg Mark	07-Oct-15	Fine Fragrances & Cosmetics Ltd
see YUGOSLAVIA					
see YUGOSLAVIA					
Skinicles	743		Reg Mark	24-Nov-08	Fine Fragrances & Cosmetics Ltd
Skinicles	913600	Word	Reg Mark	31-May-10	Fine Fragrances & Cosmetics Ltd
Skinicles	1209935		Reg Mark	31-Dec-14	Fine Fragrances & Cosmetics Ltd
Skinicles	323709		Reg Mark	12-Feb-17	Fine Fragrances & Cosmetics Ltd
SKINKLES	TP/70464/200	Word	Application		Fine Fragrances & Cosmetics Ltd
Skinicles Fade Cream	1377800		Reg Mark	?	Fine Fragrances & Cosmetics Ltd
Taylor of London	684042		Reg Mark	08-Nov-03	Fine Fragrances & Cosmetics Ltd
Taylor of London	220,861		Reg Mark	27-May-07	Fine Fragrances & Cosmetics Ltd
Taylor of London	818653841		Reg Mark	05-Aug-07	Fine Fragrances & Cosmetics Ltd
Taylor of London	87,545		Reg Mark	14-Nov-07	Fine Fragrances & Cosmetics Ltd
Taylor of London	1657432		Reg Mark	02-Feb-08	Fine Fragrances & Cosmetics Ltd
Taylor of London	510143		Reg Mark	15-Apr-08	Fine Fragrances & Cosmetics Ltd
Taylor of London	86778	Word	Reg Mark	02-Apr-10	Fine Fragrances & Cosmetics Ltd
Taylor of London	886778		Reg Mark	02-Apr-10	Fine Fragrances & Cosmetics Ltd
Taylor of London	111301		Reg Mark	08-Apr-10	Fine Fragrances & Cosmetics Ltd
Taylor of London	2796030	Words	Reg Mark	29-Jul-12	Royal Sanders
Taylor of London	941,189		Reg Mark	22-Aug-12	Fine Fragrances & Cosmetics Ltd
Taylor of London	60-8061	Words	Reg Mark	20-Dec-12	Fine Fragrances & Cosmetics Ltd
Taylor of London	116639		Reg Mark	10-Nov-13	Fine Fragrances & Cosmetics Ltd
Taylor of London	50,563	Words	Reg Mark	17-Mar-14	Fine Fragrances & Cosmetics Ltd
Taylor of London	2004-11126	words	Reg Mark	14-Jan-15	Fine Fragrances & Cosmetics Ltd
Taylor of London	295,931	words	Reg Mark	21-Feb-15	Fine Fragrances & Cosmetics Ltd
Taylor of London	3034394	Words	Reg Mark	22-Feb-15	Fine Fragrances & Cosmetics Ltd
Taylor of London	286,344		Reg Mark	08-Apr-16	Fine Fragrances & Cosmetics Ltd
Taylor of London	338,600		Reg Mark	28-Apr-16	Fine Fragrances & Cosmetics Ltd
Taylor of London	B02486-2002	Nov-99	Reg Mark	06-Dec-16	Fine Fragrances & Cosmetics Ltd
Taylor of London	4379877	Words	Application		Fine Fragrances & Cosmetics Ltd
Taylor of London			Abandoned		
Taylor of London			Abandoned		
Taylor of London	1,583,043		Reg Mark	26-Aug-11	Fine Fragrances & Cosmetics Ltd
Taylor of London + Device	726166		Reg Mark	24-Apr-05	Fine Fragrances & Cosmetics Ltd
Taylor of London + Device	1043143		Reg Mark	26-Mar-16	Fine Fragrances & Cosmetics Ltd
TDL Body Formula	2254966		Reg Mark	06-Dec-10	Fine Fragrances & Cosmetics Ltd

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TOL Natural Progression	2255064		Reg Mark	06-Dec-10	Fine Fragrances & Cosmetics Ltd
TOL Nature's Aromatics	2255066		Reg Mark	06-Dec-10	Fine Fragrances & Cosmetics Ltd
TOL Skin Soda	2255065		Reg Mark	06-Dec-10	Fine Fragrances & Cosmetics Ltd
Tweed	171967	Word	Reg Mark	14-Sep-00	Yardley & Co Ltd
Tweed	5167	Word	Reg Mark	24-Nov-04	Lenheric Ltd
Tweed	334333	Word	Reg Mark	24-Apr-06	Fine Fragrances & Cosmetics Ltd
Tweed	764067	Word	Reg Mark	11-Dec-06	Yardley & Co Ltd
Tweed	173/1939	Word	Reg Mark	28-May-07	Lenheric Ltd
Tweed	3323	Word	Reg Mark	04-Oct-07	Yardley & Co Ltd
Tweed	VR 1967 01100	Word	Reg Mark	27-Oct-07	Fine Fragrances & Cosmetics Ltd
Tweed	818229	Word	Reg Mark	14-Jan-08	Lenheric Ltd
Tweed	21624	Word	Reg Mark	01-Jul-08	Lenheric Ltd
Tweed	4839	Word	Reg Mark	15-Aug-08	Yardley & Co Ltd
Tweed	3817	Word	Reg Mark	30-Aug-08	Yardley & Co Ltd
Tweed	26501	Word	Reg Mark	05-Dec-08	Lenheric Ltd
Tweed	8925	Word	Reg Mark	10-Jan-09	Yardley & Co Ltd
Tweed	458133	Word	Reg Mark	21-Apr-09	Fine Fragrances & Cosmetics Ltd
Tweed	19945	Word	Reg Mark	28-Nov-09	Lenheric Ltd
Tweed	203763	Word	Reg Mark	20-May-10	Fine Fragrances & Cosmetics Ltd
Tweed	840	Word	Reg Mark	14-Sep-10	Fine Fragrances & Cosmetics Ltd
Tweed	701227	Word	Reg Mark	14-Sep-10	Fine Fragrances & Cosmetics Ltd
Tweed	330	Word	Reg Mark	14-Sep-10	Fine Fragrances & Cosmetics Ltd
Tweed	2727	Word	Reg Mark	13-Oct-10	Fine Fragrances & Cosmetics Ltd
Tweed	701227	Word	Reg Mark	14-Oct-10	Fine Fragrances & Cosmetics Ltd
Tweed	9499	Word	Reg Mark	14-Dec-10	Yardley & Co Ltd
Tweed	11325	Word	Reg Mark	16-Aug-11	Fine Fragrances & Cosmetics Ltd
Tweed	3036	Word	Reg Mark	17-Aug-11	Fine Fragrances & Cosmetics Ltd
Tweed	160785	Word	Reg Mark	03-Sep-11	Fine Fragrances & Cosmetics Ltd
Tweed	961148	Word	Reg Mark	11-Sep-11	Yardley & Co Ltd
Tweed	8791	Word	Reg Mark	01-Oct-11	Fine Fragrances & Cosmetics Ltd
Tweed	7289	Word	Reg Mark	11-Dec-12	Yardley & Co Ltd
Tweed	104726	Word	Reg Mark	31-Jan-14	Yardley & Co Ltd
Tweed	127088	Word	Reg Mark	28-Feb-14	Fine Fragrances & Cosmetics Ltd
Tweed	37586	Word	Reg Mark	11-Jun-14	Fine Fragrances & Cosmetics Ltd
Tweed	47726	Word	Reg Mark	10-Apr-15	Fine Fragrances & Cosmetics Ltd
Tweed	36877	Word	Reg Mark	02-Jul-15	Fine Fragrances & Cosmetics Ltd
Tweed	120030	Word	Reg Mark	01-Apr-16	Fine Fragrances & Cosmetics Ltd
Tweed	1644	Word	Reg Mark	04-Aug-16	Fine Fragrances & Cosmetics Ltd
Tweed	615049	Word	Reg Mark	30-Nov-16	Yardley & Co Ltd
Tweed	469818	Word	Reg Mark	04-Mar-17	Fine Fragrances & Cosmetics Ltd
Tweed	4443151	Word	Application		Fine Fragrances & Cosmetics Ltd
Tweed	22600	word	Application		Fine Fragrances & Cosmetics Ltd
Tweed			Application		Fine Fragrances & Cosmetics Ltd
Tweed	8213	Word	Reg Mark	12-11-08	Fine Fragrances & Cosmetics Ltd
Tweed	346794	Word	Reg Mark	01-Aug-13	Fine Fragrances & Cosmetics Ltd
Tweed UK NBR 701227	2515	Word	Reg Mark	14-Sep-10	Yardley & Co Ltd
Tweed & Arabic	37364	Word & Arabic	Reg Mark	24-May-10	Lenheric Ltd
Tweeds	41743	Word	Reg Mark	17-Jan-12	Fine Fragrances & Cosmetics Ltd
Victoria Hamilton	2255062		Reg Mark	06-Dec-10	Fine Fragrances & Cosmetics Ltd
White Lace	783113	Words	Reg Mark	23-Oct-07	Fine Fragrances & Cosmetics Ltd
White Satin	17908	Words	Reg Mark	29-May-06	Yardley & Co Ltd
White Satin	7791987	Words	Reg Mark	20-Feb-07	Yardley & Co Ltd

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White Satin	2960699	Words	Reg Mark	21-Dec-07	Yardley & Co Ltd
White Satin	30736	Words	Reg Mark	21-Dec-07	Yardley & Co Ltd
White Satin	64419	Words	Reg Mark	26-Oct-08	Yardley & Co Ltd
White Satin	129528	Words	Reg Mark	29-Sep-09	Yardley & Co Ltd
White Satin	21720	Word	Reg Mark	18-Jan-10	Fine Fragrances & Cosmetics Ltd
White Satin	13995	Words	Reg Mark	19-Feb-10	Fine Fragrances & Cosmetics Ltd
White Satin	16051	Words	Reg Mark	24-Mar-10	Fine Fragrances & Cosmetics Ltd
White Satin	2628873	Words	Reg Mark	25-Mar-12	Fine Fragrances & Cosmetics Ltd
White Satin	18505454G	Words	Reg Mark	03-Dec-12	Yardley & Co Ltd
White Satin	2760300	Words	Reg Mark	02-Sep-13	Fine Fragrances & Cosmetics Ltd
White Satin	31033	word	Reg Mark	20-Jan-14	Fine Fragrances & Cosmetics Ltd
White Satin	8502401	Word	Reg Mark	04-Jun-16	Yardley & Co Ltd
White Satin	A432169	Logo	Reg Mark	23-Aug-16	Fine Fragrances & Cosmetics Ltd
White Satin	160300	Word	Reg Mark	17-Jan-17	Fine Fragrances & Cosmetics Ltd
White Satin	89720	Words	Reg Mark		Yardley & Co Ltd
White Satin	4443147	Words	Application		Fine Fragrances & Cosmetics Ltd
Yardley Lace	A473241	Carton	Reg Mark	23-Sep-08	Fine Fragrances & Cosmetics Ltd
Yram	921871	Words	Reg Mark	01-Mar-13	Fine Fragrances & Cosmetics Ltd
Zyalight	2357125	word	Reg Mark	28-Feb-14	Fine Fragrances & Cosmetics Ltd
Zyalight	3694817	word	Reg Mark	08-Mar-14	Fine Fragrances & Cosmetics Ltd

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