

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vivalis Limited		03/31/2010	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Taylor of London Limited		
Street Address:	42-44 Norwood High Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SE27 9NR		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0941189	TAYLOR OF LONDON	
Registration Number:	2760300	WHITE SATIN	
Registration Number:	0334333	TWEED	
CORRESPONDENCE DATA			
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>			
Phone:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	F0707.40000US00		

OP \$90.00 0941189

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Douglas R. Wolf
Signature:	/drw/
Date:	04/20/2012

Total Attachments: 11

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DATED

31ST MARCH

2010



DLA PIPER

WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

DATE 7/4/2010

SIGNED DLA Piper UK LLP
DLA PIPER UK LLP

(1) Vivalis Limited

(2) Taylor of London Limited

AGREEMENT

Rochman Landau LLP
Accurist House
44 Baker Street
London W1U 7AL
(Ref: APF/JAC.20/52174)

THIS AGREEMENT is made on

31ST MARCH

2010

BETWEEN:

- (1) **VIVALIS LIMITED**, incorporated in England and Wales with registered number 01462595 and whose registered office is at 22 Grimrod Place, Skelmersdale, Lancashire WN8 9UU (the "Seller"); and
- (2) **TAYLOR OF LONDON LIMITED**, incorporated in England and Wales with registered number 7161400 and whose registered office is at 42-44 Norwood High Street, London SE27 9NR (the "Buyer");

INTRODUCTION

The Seller has agreed to sell and the Buyer has agreed to buy the Business (comprising the Assets) on the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1** The following words and expressions where used in this Agreement have the meanings given to them below:

2006 Act means the Companies Act 2006.

1985 Act means the Companies Act 1985.

Assets means the assets agreed to be sold and acquired under clause 2.1, including the Trade Marks.

Assignable Contracts means those of the Contracts which relate solely to the Business and which are capable of assignment by the Seller to the Buyer without consent of the relevant counterparty.



Assignment means the agreement of even date herewith in the approved terms regarding the assignment of the Trade Marks.

Board means the board of directors of the Buyer (or any duly authorised committee thereof) from time to time.

DATED

2010

- (1) **Vivalis Limited**
- (2) **Taylor of London Limited**

DEED OF ASSIGNMENT

Rochman Landau LLP
Accurist House
44 Baker Street
London W1U 7AL
(Ref: APF/JAC.20/52174)

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THIS DEED is made on

2010

BETWEEN:

- (1) **VIVALIS LIMITED**, incorporated in England and Wales with registered number 01462595 and whose registered office is at 22 Grimrod Place, Skelmersdale, Lancashire WN8 9UU ("Seller");
- (2) **TAYLOR OF LONDON LIMITED**, incorporated in England and Wales with registered number 7161400 and whose registered office is at 42-44 Norwood High Street, London SE27 9NR (the "Buyer").

INTRODUCTION

The Buyer has agreed to acquire the Business, certain business intellectual property rights and the Trade Marks from the Seller pursuant to the Business & Asset Sale Agreement of even date herewith.

In accordance with the terms of the Business & Asset Agreement, the Seller has agreed to enter into an assignment of the Trade Marks.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and expressions where used in this Deed have the meanings given to them below:

Board means the board of directors of the Buyer (or any duly authorised committee thereof) from time to time.

Business means the business carried on by Vivalis Limited selling products under the Trade Marks.

Business & Asset Sale Agreement has the meaning given in the recital to this Agreement.

Completion means completion of the sale and purchase of the Business under the terms of the Business & Asset Sale Agreement.

Trade Marks means the trade mark registrations and applications for registration as set out in Annexure 1 to this Deed.

- 1.2 The headings in this Deed are for convenience only and shall not affect its meaning. References to a "clause" are (unless otherwise stated) to a clause of Deed. The Annexure forms part of this Deed and shall have the same force and effect as if expressly set out in the

body of this Deed.

- 1.3 In construing this Deed, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2. **ASSIGNMENT**

The Seller hereby assigns to the Buyer with full title guarantee all such right, title and interest as it has in and to the Trade Marks (including, the right to bring proceedings and recover damages and to procure any other remedies in respect of any past infringements of the Trade Marks).

3. **FURTHER ASSURANCE**

- 3.1 The Seller shall (at the Buyer's cost and expense) render such assistance, including the provision of all such documents (including, without limitation, all registration certificates for the Trade Marks), do all acts and execute all documents and, so far as it is able, procure the deposing to or swearing of any declarations or oaths which are necessary for vesting the Trade Marks in the Buyer further to clause 2 above, and for conferring on the Buyer rights of action in relation to any infringement by third parties of the Trade Marks which may have occurred prior to the date of this Deed. The Seller agrees and undertakes to provide to the Buyer all reasonable assistance with any proceedings which may be brought by or against the Buyer against or by any third party in relation to the Trade Marks.

- 3.2 [The Seller hereby irrevocably appoints the Buyer as its attorney (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this power of attorney) to do all such acts and execute all documents as necessary to give effect to the provisions of clauses 2 and 3.1 above.]

4. **APPLICABLE LAW AND JURISDICTION**

- 4.1 This Deed and the rights and obligations of the parties arising under or in connection with this Deed shall be governed by and construed in accordance with the laws of England and Wales.
- 4.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Deed.

THIS AGREEMENT has been duly executed and delivered as a deed on the date first stated above.

<u>Country</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Class</u>	<u>Current Registered Owner</u>	<u>Live / Lapsed</u>	<u>Next renewal</u>
New Zealand	09/04/1975	111501	111501	11/10/1976	TAYLOR OF LONDON	3	FINE FRAGRANCES & COSMETICS LIMITED	application	
Nicaragua	05/08/2003	60562	60562	18/03/2004	TAYLOR OF LONDON		FINE FRAGRANCES & COSMETICS LIMITED	Live	09/04/2010
Portugal					TAYLOR OF LONDON		FINE FRAGRANCES & COSMETICS LIMITED	Live	18/03/2014
Singapore	24/06/2009	T0908552F	295,931	21/02/1995	TAYLOR OF LONDON		FINE FRAGRANCES & COSMETICS LIMITED	Live	21/02/2015
South Korea	21/03/2006	5620060	338,600	29/04/1996	TAYLOR OF LONDON		VIVALIS LIMITED	under application	
Sweden					TAYLOR OF LONDON		FINE FRAGRANCES & COSMETICS LIMITED	Live	28/04/2016
UAE	24/06/2009	132433	359051	20/12/2002	TAYLOR OF LONDON		FINE FRAGRANCES & COSMETICS LIMITED	Live	20/12/2012
United Kingdom	26/08/1994	1583045	1,583,045	10/10/1995	TAYLOR OF LONDON	3	FINE FRAGRANCES & COSMETICS LIMITED	under application	
United States	15/05/1970	72359760	941,189	22/08/1972	TAYLOR OF LONDON	6	FINE FRAGRANCES & COSMETICS LIMITED	Live	26/08/2011
Ireland	02/04/1975	886778	86778	02/04/1975	TAYLOR OF LONDON & DEVICE	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	22/08/2012
United Kingdom	06/12/2000	2255069	2255069	01/06/2001	TOL BODY FORMULA	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	02/04/2010
United Kingdom	06/12/2000	2255064	2255064	18/05/2001	TOL NATURAL PROGRESSION	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	06/12/2010
United Kingdom	06/12/2000	2255066	2255066	08/06/2001	TOL NATURES AROMATICS	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	06/12/2010
United Kingdom	06/12/2000	2255065	2255065	25/05/2001	TOL SKIN SODA		FINE FRAGRANCES & COSMETICS LIMITED	Live	06/12/2010
United Kingdom	01-Mar-66	921871	921871	01/03/1968	YRAM	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	06/12/2010
United Kingdom							FINE FRAGRANCES & COSMETICS LIMITED	Live	01/03/2013

<u>Country</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Class</u>	<u>Current Registered Owner</u>	<u>Live / Lapsed</u>	<u>Next renewal</u>
Israel			9499	14/12/2000	TWEED	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	14/12/2010
Jamaica			11325	16/08/2001	TWEED		FINE FRAGRANCES & COSMETICS LIMITED	Live	16/08/2011
Jersey			330	14/09/2000	TWEED		FINE FRAGRANCES & COSMETICS LIMITED	Live	14/09/2010
Jordan			8791	01/10/2001	TWEED		FINE FRAGRANCES & COSMETICS LIMITED	Live	01/10/2011
Malaysia		21624	S/021624	01/07/2008	TWEED	3	LENTHERIC LIMITED	Live	01/07/2018
New Zealand	28/02/1979	127088	127088	14/09/1982	TWEED	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	28/02/2014
Oman			36877	02/07/2005	TWEED		FINE FRAGRANCES & COSMETICS LIMITED	Live	02/07/2015
Saudi Arabia			27/27	13/10/2000	TWEED		FINE FRAGRANCES & COSMETICS LIMITED	Live	13/10/2010
United Kingdom	14/09/1951	701227	701227	14/09/1951	TWEED	3	VIVALIS LIMITED	Live	14/09/2010
United States		334333			TWEED		FINE FRAGRANCES & COSMETICS LIMITED	Live	28/04/2016
Uruguay			336927		TWEED		FINE FRAGRANCES & COSMETICS LIMITED	Live	31/01/2012
Egypt			37394	24/05/2010	TWEED & AFABIC		FINE FRAGRANCES & COSMETICS LIMITED	Live	24/05/2010
United Kingdom	29/12/1976	1072495	1072495	29/12/1975	TWEED (WORDS AND BLACK/WHITE PACKAGING)	3	VIVALIS LIMITED	Live	29/12/2017
United Kingdom	01/06/1977	1079223	1079223	01/06/1977	TWEED (WORDS AND GREEN/WHITE PACKAGING)	3	VIVLAIS LIMITED	Live	01/06/2018
United Kingdom	29/12/1976	1072496		29/12/1976	TWEED (WORDS IN ITALICS WRITING)	3	VIVALIS LIMITED	Live	29/12/2017
Ireland	18/01/1946	41343	41343	18/01/1946	TWEEDS		FINE FRAGRANCES & COSMETICS LIMITED	Live	17/01/2012
China	30/12/2004	4443147	4443147	07/04/2008	WHITE SATIN	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	07/04/2018

<u>Country</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Class</u>	<u>Current Registered Owner</u>	<u>Live/Lapsed</u>	<u>Next renewal</u>
Community (EC)	25/03/2002	2628873	2628873	16/10/2003	WHITE SATIN	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	31/03/2012
Malaysia		85/02401	85/02401	04/06/2006	WHITE SATIN		FINE FRAGRANCES & COSMETICS LIMITED	Live	04/06/2016
Mallia			31033	20/01/2000	WHITE SATIN		FINE FRAGRANCES & COSMETICS LIMITED	Live	20/01/2014
Oman			21720	18/01/2000	WHITE SATIN		FINE FRAGRANCES & COSMETICS LIMITED	Live	18/01/2010
Pakistan			160300	17/01/2000	WHITE SATIN		FINE FRAGRANCES & COSMETICS LIMITED	Live	17/01/2017
Singapore	03/12/1985	5454/1985	T8505454G	30/12/1989	WHITE SATIN	3	YARDLEY & CO LIMITED	Live	03/12/2012
UAE	24/06/2009	132431			WHITE SATIN		VIVALIS LIMITED	Under Application	
United Kingdom	20-Apr-85	1240181	1240181	20/04/1985	WHITE SATIN	3	VIVALIS LIMITED	Live	20/04/2016
United States	19/11/2001	78094063	2760300	02/09/2003	WHITE SATIN	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	02/09/2013
Australia	23/08/1985	A432169	432169	06/09/1989	WHITE SATIN Logo	3	FINE FRAGRANCES & COSMETICS LIMITED	Live	23/08/2016

EXECUTED as a DEED by
acting for VIVALIS LIMITED in the presence of:

) *h. Hughes*

Witness Name: *Lorraine Castello*

Signature: *L Castello*

Address: *Vivalta Limited*

22 Gernoid Place, W18 9QU

Occupation: *PA to Managing Director*

EXECUTED as a DEED by
acting for TAYLOR OF LONDON LIMITED
in the presence of:

)
)
)

Witness Name:

Signature:

Address:

Occupation: