

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
JOHN PAUL MITCHELL SYSTEMS		08/21/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Croda International Plc		
Street Address:	Cowick Hall, Snaith, Goole		
City:	East Yorkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	DN14 9AA		
Entity Type:	company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4180816	SOLARVEIL	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	90128-417598		
DOMESTIC REPRESENTATIVE			
Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		

CH \$40.00 4180816

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

NAME OF SUBMITTER:

Patrick J. Jennings

Signature:

/Pat Jennings/

Date:

09/04/2012

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective as of the 21 day of August 2012 (the "Effective Date"), is entered into by and among John Paul Mitchell Systems, a California corporation, ("Assignor") and Croda International Plc, a United Kingdom Company ("Assignee").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably and unconditionally assigns all of his right, title and interest in and to the Intellectual Property Rights (as defined in Annex A attached hereto and incorporated herein by this reference.

2. Assignor represents and warrants to Assignee as follows:

2.1 Assignor has full power, right and authority to execute and deliver this Assignment and to consummate the transactions contemplated hereby; and Assignor is not a part to or bound by any agreement, contract, instrument, understanding or arrangement that conflicts with this Agreement;

2.2 To the best of Assignor's knowledge, all of the trademarks, service marks, trade dress and trade names in Annex A are validly existing, are in continuous use in commerce, and have not been abandoned; and

2.3 To the best of Assignor's knowledge, all of the trademarks, service marks, trade dress and trade names in Annex A are not subject to any liens pledges, security interests, claims or encumbrances, and do not infringe upon or violate any intellectual property rights, rights of publicity or privacy, or other property or personal rights of any third party.

3. Assignor shall indemnify and hold harmless Assignee and its affiliates, employees, agents, representatives, heirs and assigns from and against all losses, claims, damages, deficiencies, liabilities, costs and expenses, including (without limitation) interest, penalties and documented and reasonable attorneys' fees and expenses, resulting directly or indirectly from Assignor's breach of any of his representations and warranties contained herein.

4. Assignor hereby appoints Michaeline a. Re as his attorney-in-fact with full power and authority to execute and file all documents and perform all acts on behalf of Assignor that are necessary to record and effect this Assignment. Assignor shall execute and deliver from time-to-time, all further instruments of conveyance, assignments and further assurances, and to perform all such other acts, as may be requested by Assignee to effect and perfect this assignment.

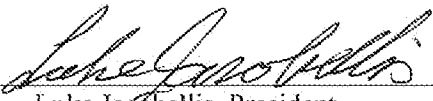
5. Based upon the representations and warranties of Assignor, Assignee hereby accepts the Assignment of the marks set forth in Annex A.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to a contract executed and performed in such state, without regard to its conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.


ASSIGNOR:

JOHN PAUL MITCHELL SYSTEMS

By 
Luke Jacobellis, President

ASSIGNEE:

CRODA INTERNATIONAL PLC

By: 
Martyn Humphries
IP Manager

ANNEX "A"

1. SOLARVEIL, Reg. No. 4,180,816