

## TRADEMARK ASSIGNMENT

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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
PZ Cussons (International) Limited		06/01/2011	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	PZ Cussons Beauty LLP		
Street Address:	Covent Garden 14 Upper St. Martin's Lane		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC2H 9FB		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3392008	BIG HAIR	
Registration Number:	2878423	CHARLES WORTHINGTON	
Registration Number:	2598266	CHARLES WORTHINGTON LONDON RESULTS	
Registration Number:	4148822	CW SALON AT HOME	
Registration Number:	2655495	DREAM HAIR	
Registration Number:	2724883	TAKE AWAYS	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202 344 4019		
Email:	mbharrison@venable.com		
Correspondent Name:	Mark Harrison		
Address Line 1:	575 7th Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

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TRADEMARK

ATTORNEY DOCKET NUMBER:

47479-208430

**DOMESTIC REPRESENTATIVE**

Name: Mark Harrison

Address Line 1: 575 7th Street, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:

Mark Harrison

Signature:

/Mark Harrison/

Date:

09/28/2012

**Total Attachments: 12**

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Dated 1 June 2011

PZ CUSSONS (INTERNATIONAL) LIMITED

PZ CUSSONS BEAUTY LLP

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ASSIGNMENT OF REGISTERED CHARLES  
WORTHINGTON INTELLECTUAL  
PROPERTY

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ADDLESHAW GODDARD

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This Deed of Assignment is made on

1 June

2011

Between

- (1) **PZ Cussons (International) Limited** (No. 706511) whose registered office is at Manchester Business Park, 3500 Aviator Way, Manchester M22 5TG (**Assignor**); and
- (2) **PZ Cussons Beauty LLP** (No. OC364213) whose registered office is at 8-10 Dryden Street, London WC2E 9NA (**Assignee**).

Whereas

- (A) The Assignor is the proprietor of certain Intellectual Property.
- (B) The Assignor has agreed to assign to the Assignee all its right, title and interest in and to all such Intellectual Property upon the terms of this Deed.

It is agreed

## 1 Definitions

1.1 In this Deed and in its Recitals the following words shall have the following meanings:

**Effective Date** means 00.01 hours on 1 June 2011

**Registered Charles Worthington Intellectual Property** means the trade marks (and any applications for the foregoing) set out in Schedule 1

## 2 Interpretation

2.1 In this Deed, unless the context otherwise requires:

- (a) references to **clauses** and **schedules** are to clauses of, and schedules to, this Deed respectively and references in a schedule or part of a schedule to **paragraphs** are to paragraphs of that schedule or that part of that schedule respectively;
- (b) references to **this Deed** or any other document are to this Deed or that document as amended from time to time;
- (c) words importing any gender include every gender, references to the singular include the plural and vice versa and words denoting persons include individuals, bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident) and vice versa;
- (d) the terms **subsidiary** and **holding company** have the meanings given in the CA 2006 and include parent and subsidiary undertakings as defined in the CA 2006; and
- (e) a reference to a statute or statutory provision includes a reference to any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) made under that statute or provision (whether before or after the date of this Deed).

2.2 The headings and contents table in this Deed are for convenience only and do not affect its interpretation. The schedules form part of this Deed.

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2.3 If there is a conflict or inconsistency between any clause of, and any schedule to, this Deed the clause prevails. For this purpose an omission (whether deliberate or inadvertent) is not, by itself, to be construed as giving rise to a conflict or inconsistency.

2.4 In this Deed, the words "other", "includes", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

### 3 Assignment

3.1 In consideration of the sum of £13,024,998 of which £13,024,997 shall be apportioned to the Registered Charles Worthington Intellectual Property registered in the UK and £1 in relation to any other Registered Charles Worthington Intellectual Property paid by the Assignee to the Assignor (the receipt and sufficiency of which the Assignor hereby acknowledges), the Assignor hereby assigns with effect from the Effective Date all its right, title and interest in and to the Registered Charles Worthington Intellectual Property to the Assignee together with:

- (a) all the rights, powers, privileges and immunities arising or accrued therefrom;
- (b) all statutory and common law rights appertaining to them (including goodwill);
- (c) the right to apply for, prosecute and obtain trade mark, registered design, patent or similar registered protection throughout the world with respect to the Registered Charles Worthington Intellectual Property (together with the right to claim priority from any patent applications) with the intent that the grant of any such protection shall be in the name of and shall vest in the Assignee absolutely; and
- (d) the right to institute and maintain proceedings for damages and/or other remedies in respect of any past, current and/or future infringement or misuse of the Registered Charles Worthington Intellectual Property and the right to retain any damages obtained as a result of any such action;

to hold unto the Assignee absolutely.

### 4 Further Assurance

4.1 In the event that the validity or ownership of the Registered Charles Worthington Intellectual Property are challenged on any point upon which the Assignor has or could obtain information or could give advice which may assist in defeating or reducing the effect of such challenge the Assignor hereby agrees that it shall, upon request and at the expense of the Assignee, supply or procure the supply of such information and/or advice without unreasonable delay.

4.2 At the request and expense of the Assignee, the Assignor shall execute all documents and do all acts and things as may be necessary or proper to enable the Assignee to become registered as proprietor of the Registered Charles Worthington Intellectual Property at any relevant registry, to confer on the Assignee all rights of action in respect of any claim for infringement or passing off of any kind by any third party with respect thereto and to otherwise enable the Assignee to obtain the full benefit of the rights hereby assigned.

### 5 Further assignment and third parties

5.1 Except where this Deed expressly provides otherwise, rights arising under this Deed may not be assigned to any person, and no person who is not a party to this Deed is entitled to

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enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

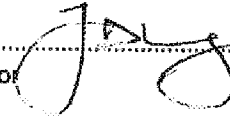
- 5.2 Notwithstanding clause 5.1, the Assignee may assign the benefit of this Deed at any time and on more than one occasion without the consent of the Assignor.
- 5.3 References in this Deed to either party shall, except where the context otherwise requires, include their successors in title and, in the case of the Assignee, its permitted assigns.
- 5.4 If in any country the execution after the date of this Assignment of a confirmatory assignment or other document of any of the Registered Charles Worthington Intellectual Property in that country would be ineffective or invalid by reason of the transfer effected by this Assignment, then this Assignment shall be deemed to be an agreement to assign, and not an assignment of that Registered Charles Worthington Intellectual Property concerned, in that country.

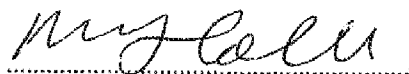
**6 Governing law and jurisdiction**

- 6.1 This Deed will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Deed, its subject matter, negotiation or formation will be determined in accordance with English law.
- 6.2 Each party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters (including non-contractual matters) arising out of or in connection with this Deed.

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed of Assignment.

Executed as a deed by )  
PZ Cussons (International) Limited )  
acting by a director in the presence of )

.....  
Director: 

  
.....  
Signature of witness

Name Michael Cornwell

Address Flat 7, 2 Lark Rise  
Manchester

Executed as a deed by )  
PZ Cussons Beauty LLP )  
by its attorney )

.....  
Attorney's signature

  
.....  
Signature of witness

Name Michael Cornwell

Address Flat 7, 2 Lark Rise  
Manchester

Schedule 1

Charles Worthington Registered Business Intellectual Property

Trade Marks

Country	Trade Mark	Application No.	Application Date	Registration No.	Classes
Australia	TAKE AWAYS [WORDS - SERIES OF 3]	907702	27/03/2002	907702	3
Brazil	CHARLES WORTHINGTON [WORDS]	825387159	19/03/2003	825387159	3
Canada	CHARLES WORTHINGTON [WORDS]	1161656	09/12/2002	TMA691821	03, 04, 09, 09, 11, 21, 26, 44
Canada	CHARLES WORTHINGTON LONDON BIG HAIR [WORDS AND DEVICE]	1217930	25/05/2004	TMA729668	3
Canada	CHARLES WORTHINGTON RESULTS [WORDS]	1217929	25/05/2004	TMA707477	3
China	CHARLES WORTHINGTON [WORDS]	5451930	30/06/2006	5451930	3
China	CHARLES WORTHINGTON RESULTS [WORDS]	5488682	19/07/2006	5488682	3
China	Q&A FRIZZ [WORDS]	5451929	30/06/2006	5451929	3
China	TAKEAWAYS [WORD]	5451928	30/06/2006	5451928	3
Community Trade Mark	CHARLES WORTHINGTON [WORDS]	2965622	09/12/2002	2965622	03, 11, 44
Community Trade Mark	CHARLES WORTHINGTON BIG HAIR [WORDS]	3131646	13/04/2003	3131646	3
Community Trade Mark	CHARLES WORTHINGTON IMPACT [WORDS]	3131621	13/04/2003	3131621	3



Country	Trade Mark	Application No.	Application Date	Registration No.	Classes
Community Trade Mark	CHARLES WORTHINGTON IN FASHION [LOGO]	3019304	23/01/2003	3019304	3
Community Trade Mark	CHARLES WORTHINGTON LONDON [WORDS AND DEVICE]	409227	04/12/1996	409227	03, 21, 26
Community Trade Mark	CHARLES WORTHINGTON RESULTS [WORDS]	2995439	06/01/2003	2995439	3
Community Trade Mark	CW SALON AT HOME [STYLISTED]	9739673	15/02/2011	-	3
Community Trade Mark	DREAM HAIR [WORDS]	2995470	06/01/2003	2995470	3
Community Trade Mark	DREAM HAIR [WORDS]	6455846	21/11/2007	6455846	3
Community Trade Mark	Q&A [LETTERS]	2761377	03/07/2002	2761377	03, 21, 26
Community Trade Mark	TAKE AWAYS [WORDS]	2965523	09/12/2002	2965523	3
Community Trade Mark	TAKEAWAYS [WORD]	6455752	21/11/2007	6455752	3
Hong Kong	CHARLES WORTHINGTON [WORDS]	300574650	01/02/2006	300574650	3
Hong Kong	CHARLES WORTHINGTON RESULTS [WORDS]	300574641	01/02/2006	300574641	3
Hong Kong	TAKE AWAYS [WORDS]	300574678	01/02/2006	300574678	3
International Trade Mark (Designating Australia, Japan & Norway)	CHARLES WORTHINGTON [WORDS]	798153	07/01/2003	798153	03, 44
International Trade Mark (Designating Australia)	CHARLES WORTHINGTON BIG HAIR [WORDS]	801992	15/04/2003	801992	3
International Trade Mark	CHARLES WORTHINGTON [WORDS]	801988	15/04/2003	801988	3

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Country	Trade Mark	Application No.	Application Date	Registration No.	Classes
Mark (Designating Australia)	IMPACT [WORDS]				
International Trade Mark (Designating Australia)	CHARLES WORTHINGTON IN FASHION [LOGO]	801566	27/01/2003	801566	3
International Trade Mark (Designating Australia & Norway)	CHARLES WORTHINGTON LONDON [WORDS AND DEVICE]	778145	25/03/2002	778145	3
International Trade Mark (Designating Australia & Norway)	CHARLES WORTHINGTON LONDON DREAM HAIR [WORDS AND DEVICE]	778143	25/03/2002	778143	3
International Trade Mark (Designating Australia & Norway)	COLOUR KEEPER [WORDS]	778142	25/03/2002	778142	3
International Trade Mark (Designating Australia & Norway)	OUTER BODY EXPERIENCE [WORDS]	778141	25/03/2002	778141	3
International Trade Mark (Designating Japan)	RESULTS [WORD]	778146	25/03/2002	778146	3
Malaysia	CHARLES WORTHINGTON [WORDS]	2006/03752	10/03/2006	6003752	3
Malaysia	CHARLES WORTHINGTON Q&A [WORDS & LETTERS]	2006/04609	23/03/2006	6004609	3
Malaysia	CHARLES WORTHINGTON RESULTS [WORDS]	2006/03750	10/03/2006	6003750	3
Malaysia	TAKE AWAYS [WORDS]	2006/03751	10/03/2006	6003751	3
New Zealand	CHARLES WORTHINGTON [WORDS]	710754	07/04/2004	710754	3

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Country	Trade Mark	Application No.	Application Date	Registration No.	Classes
New Zealand	Q&A [LETTERS]	710131	26/03/2004	710131	3
New Zealand	TAKE AWAYS [WORDS]	710133	26/03/2004	710133	3
Norway	RESULTS [WORD]	200600597	18/01/2006	238379	3
Norway	TAKE AWAY [WORDS]		29/01/2002	215908	03, 05
Norway	TAKE AWAYS [WORDS]	2005.015	18/02/2005	229667	3
Singapore	CHARLES WORTHINGTON [WORDS]	T06/02089Z	03/02/2006	T06/02089Z	3
Singapore	CHARLES WORTHINGTON RESULTS [WORDS]	T06/02088A	03/02/2006	T06/02088A	3
Singapore	Q&A FRIZZ [WORDS]	T06/02086E	03/02/2006	T06/02086E	3
Singapore	TAKE AWAYS [WORDS]	T06/02087C	03/02/2006	T06/02087C	3
South Africa	CHARLES WORTHINGTON [WORDS]	2005/25335	24/11/2005	2005/25335	3
South Africa	CHARLES WORTHINGTON RESULTS [WORDS]	2005/25336	24/11/2005	2005/25336	3
South Africa	DREAM HAIR [WORDS]	2006/13259	14/06/2006	2006/13259	3
South Africa	Q&A FRIZZ [WORDS]	2006/14799	03/07/2006	2006/14799	3
South Korea	CHARLES WORTHINGTON [WORDS]	37113/2006	19/07/2006	718237	3
South Korea	CHARLES WORTHINGTON RESULTS [WORDS]	37114/2006	19/07/2006	718238	3
South Korea	CHARLES WORTHINGTON TAKEAWAYS [LOGO]	61195/2006	04/12/2006	722272	3
Taiwan	CHARLES WORTHINGTON	95005380	06/02/2006	1243024	3

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Country	Trade Mark	Application No.	Application Date	Registration No.	Classes
Taiwan	[WORDS] CHARLES WORTHINGTON RESULTS [WORDS]	95005361	06/02/2006	1243022	3
Taiwan	Q&A [LETTERS]	95018309	12/04/2006	1250115	3
Taiwan	TAKE AWAYS [WORDS]	95005362	06/02/2006	1243023	3
Thailand	CHARLES WORTHINGTON [WORDS]	550182	12/04/2004	Kor243558	3
Thailand	CHARLES WORTHINGTON Q&A [WORDS & LETTERS]	632075	14/07/2006	Kor293760	3
Thailand	CHARLES WORTHINGTON SUN-SHINE [WORDS]	550183	12/04/2004	Kor219871	3
Thailand	TAKE AWAYS [WORDS]	550164	12/04/2004	Kor205688	3
United Arab Emirates	CHARLES WORTHINGTON [WORDS]	80614	13/05/2006	107020	3
United Arab Emirates	CHARLES WORTHINGTON RESULTS [WORDS]	114827	18/06/2008	-	3
United Arab Emirates	CW SALON AT HOME [STYLED]	155516	10/04/2011	-	3
United Kingdom	CHARLES DOES MY HAIR EVERY DAY [WORDS]	2365742	14/06/2004	2365742	3
United Kingdom	CHARLES WORTHINGTON [WORDS]	2311215	20/09/2002	2311215	02, 03, 04, 08, 09, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 41, 42, 44, 45
United Kingdom	CHARLES WORTHINGTON BIG HAIR [WORDS]	2319972	06/01/2003	2319972	3

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Country	Trade Mark	Application No.	Application Date	Registration No.	Classes
United Kingdom	CHARLES WORTHINGTON IMPACT [WORDS]	2319970	08/01/2003	2319970	3
United Kingdom	CHARLES WORTHINGTON IN FASHION [LOGO]	2318075	09/12/2002	2318075	3
United Kingdom	CHARLES WORTHINGTON IN FASHION [LOGO]	2358062	11/03/2004	2358062	21
United Kingdom	CHARLES WORTHINGTON LONDON [WORDS AND DEVICE ON BOTTLE]	2139134	16/07/1997	2139134	3
United Kingdom	CHARLES WORTHINGTON LONDON DREAM HAIR [WORDS AND DEVICE]	2156522	27/01/1998	2156522	3
United Kingdom	CHARLES WORTHINGTON RESULTS FULL VOLUME [SPECIAL LETTERING]	2373384	20/09/2004	2373384	3
United Kingdom	CHARLES WORTHINGTON SUN-SHINE [WORDS]	2358069	11/03/2004	2358069	3
United Kingdom	CHARLES WORTHINGTON TIME DEFY [WORDS]	2469499	15/10/2007	2469499	3
United Kingdom	CW [LOGO]	2547369	07/05/2010	2547369	3
United Kingdom	CWSTYLE.COM [WORD]	2390173	22/04/2005	2390173	3
United Kingdom	DAILY TREAT [WORDS]	2021390	22/05/1995	2021390	3
United Kingdom	Q&A [LETTERS]	2318082	09/12/2002	2318082	3
United Kingdom	RECALL STYLE MEMORY [WORDS]	2354452	27/01/2004	2354452	3
United Kingdom	RESULTS [WORD]	2021394	22/05/1995	2021394	3

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Country	Trade Mark	Application No.	Application Date	Registration No.	Classes
United Kingdom	RESULTS [WORD]	2100041	13/05/1996	2100041	3
United Kingdom	take aways/TAKE AWAYS [WORDS - SERIES OF 2]	2178561	01/10/1998	2178561	3
United States	BIG HAIR [WORDS]	76/976736	05/10/2005	3392008	3
United States	CHARLES WORTHINGTON [WORDS]	76/462137	23/10/2002	2878423	03, 08, 09, 11, 26, 44
United States	CHARLES WORTHINGTON LONDON RESULTS [WORDS AND DEVICE]	75/493102	29/05/1998	2598266	3
United States	CW SALON AT HOME [STYLISTED]	85/290019	08/04/2011	-	3
United States	DREAM HAIR [WORDS]	76/075253	17/05/2000	2655495	3
United States	TAKE AWAYS [WORDS]	76/051881	17/05/2000	2724883	3

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