

## 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>Fragrances of Ireland Limited</td> <td></td> <td>04/30/2013</td> <td>CORPORATION: IRELAND</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Fragrances of Ireland Limited		04/30/2013	CORPORATION: IRELAND																
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RECEIVING PARTY DATA																											
<table border="1"> <tr> <td>Name:</td> <td colspan="3">Innisfree Corporation</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">100 Cheonggyecheon-ro, Jung-gu</td> </tr> <tr> <td>Internal Address:</td> <td colspan="3">Signature Tower</td> </tr> <tr> <td>City:</td> <td colspan="3">Seoul</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">KOREA, REPUBLIC OF</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">CORPORATION: KOREA, REPUBLIC OF</td> </tr> </table>				Name:	Innisfree Corporation			Street Address:	100 Cheonggyecheon-ro, Jung-gu			Internal Address:	Signature Tower			City:	Seoul			State/Country:	KOREA, REPUBLIC OF			Entity Type:	CORPORATION: KOREA, REPUBLIC OF		
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PROPERTY NUMBERS Total: 1																											
<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>1762329</td> <td>INNISFREE</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	1762329	INNISFREE																		
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CORRESPONDENCE DATA																											
<p>Fax Number: 2033246401</p> <p><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: (203) 327-4500</p> <p>Email: trademark@ogrp.com</p> <p>Correspondent Name: Terrence J. McAllister</p> <p>Address Line 1: 1 Landmark Square</p> <p>Address Line 2: 10th Floor</p> <p>Address Line 4: Stamford, CONNECTICUT 06901</p>																											
DOMESTIC REPRESENTATIVE																											
<p>Name:</p> <p>Address Line 1:</p> <p>Address Line 2:</p> <p>Address Line 3:</p>																											

Address Line 4:

NAME OF SUBMITTER:

Terrence J. McAllister

Signature:

/OGRP-TJM-ANA/

Date:

05/03/2013

**Total Attachments: 13**

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source=Innisfree Agreement 30 April 20130001#page13.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of April 30, 2013 by and between:

- (A) Fragrances of Ireland Limited, a corporation organized and validly existing under the laws of Ireland, and having its registered office at Kilmacanogue, Bray, County Wicklow, Ireland (the "Assignor"),

AND

- (B) Innisfree Corporation, a corporation organized and validly existing under the laws of the Republic of Korea, and having its registered office at Signature Tower, 100 Cheonggyecheon-ro, Jung-gu, Seoul, Republic of Korea (the "Assignee").

The Assignor and the Assignee may individually be referred to as the "Party" and collectively as the "Parties".

WHEREAS, the Assignor is the owner of the "INNISFREE" trademark ("Trademark 1" as defined below),

WHEREAS, the Assignor wishes to assign to the Assignee, and the Assignee wishes to acquire from the Assignor the said Trademark 1 according to the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the respective covenant and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions

"Closing Date" shall mean April 30, 2013.

"Trademark 1" shall mean the registered trademark "INNISFREE" (U.S. Registration No. 1,762,329), identified on Schedule 1 attached hereto and made a part hereof.

"Trademark 2" shall mean the registered trademark "INNISFREE" (Canadian Registration No. TMA588,446), identified on Schedule 2 attached hereto and made a part hereof.

### 2. Assignment

The Assignor hereby assigns, sells, transfers and delivers to the Assignee all of the Assignor's right, title and interest in and to Trademark 1, together with all goodwill associated therewith. This document shall be used by the Assignee to record their ownership of Trademark 1 but if any further documentation for recordal is required by the U.S. Patent and Trade Mark Office such shall be provided promptly by the Assignor at their expense in accordance with Article 13. The cost of recordal shall be at the expense of the Assignee.

### 3. Purchase Price

The full purchase price of Trademark 1 shall be €175,000 (One Hundred and Seventy Five Thousand Euro).

Within ten (10) days after the Closing Date, the Assignee shall pay the Assignor by wire transfer and in immediately available funds fifty percent (50%) of the full purchase price, i.e. €87,500 (eighty seven thousand five hundred Euros), to the bank account described in Schedule 4.

Within ten (10) days of the Closing Date, the Assignee shall also make application to record the change in ownership of Trademark 1 before the U.S. Patent and Trade Mark Office and to use their best endeavours to complete such recordal as expeditiously as possible. Once the Assignee or their attorney receives notification of recordal, the Assignee shall within seven (7) days of such notification pay the remaining balance of fifty percent (50%) of the full purchase price, i.e. €87,500 (eighty seven thousand five hundred Euros), in the same manner as the above. Any taxes that may be imposed on such purchase price shall be borne by the Party that is subject to laws of the country imposing such tax.

### 4. License granted to Assignor

(a) On and after the Closing Date, the Assignee shall grant the Assignor a non-assignable, non-transferable, non-exclusive, royalty-free license to use:

(1) Trademark 1 in the United States on the specific product as described in Schedule 3, which is the product that uses the Trademark 1 as of the date of this Agreement. Any additional use of Trademark 1 other than on the good described in Schedule 3 shall obtain prior written approval of the Assignee, which shall not be unreasonably delayed.

(2) Trademark 2 in Canada on perfume only and provided such use corresponds to that prevailing in the United States.

(b) The term of the license granted under this Article shall be for an indefinite period; provided, however, the Assignee shall have the right to terminate the license and/or this Agreement in accordance with Article 9.

(c) The Assignor agrees and acknowledges that the Assignor does not have the right to transfer the licenses granted under this Article to any third party.

### 5. Representations and Warranties of the Assignor

The Assignor represents and warrants to the Assignee as of the Closing Date that each of the following statements is true and correct:

(a) The Assignor is a corporation duly organized, validly existing and in good standing under the laws of Ireland;

- (b) The execution, delivery and performance by the Assignor of this Agreement are within the corporate power of the Assignee, have been duly authorized by all necessary corporate action of the Assignor and do not contravene or constitute a default under any provision of the articles of incorporation or bylaws of the Assignor;
- (c) This Agreement has been duly and validly executed and delivered by the Assignor and constitutes the legal, valid and binding obligation of the Assignor enforceable against the Assignor;
- (d) The registration of Trademark 1 is valid and in good standing, and the Assignor is the legal and beneficial owner of and has a valid right to use, sell, license and dispose of, or bring actions for infringement of Trademark 1, and Trademark 1 will not cease to be valid and enforceable by reason of the execution, delivery and performance of this Agreement; and
- (e) The Assignor has not made any commitment to sell, assign, transfer, license or convey and has no legal obligation, absolute or contingent, to any person (other than the Assignee) to sell, assign, transfer, license or convey Trademark 1, or to enter into any contract with respect to the foregoing.

#### **6. Representations and Warranties of the Assignee**

The Assignee represents and warrants to the Assignor as of the Closing Date that each of the following statements is true and correct:

- (a) The Assignee is a corporation duly organized, validly existing and in good standing under the laws of the Republic of Korea; and
- (b) The execution, delivery and performance by the Assignee of this Agreement is within the corporate power of the Assignee, have been duly authorized by all necessary corporate action of the Assignee and do not contravene or constitute a default under any provision of the articles of incorporation or bylaws of the Assignee.

#### **7. Survival of the Representation and Warranties**

All representations and warranties contained in this Agreement shall survive the closing of the transaction contemplated by this Agreement and shall survive indefinitely.

#### **8. The Assignor and Assignee Covenants**

The Assignor covenants and agrees that:

- (a) The Assignor shall not contest the Assignee's full and complete ownership of Trademark 1 and Trademark 2 for any products, including the right to use and license the use of such trademarks and products; and

- (b) The Assignor shall not use, other than for those goods as set forth in Article 4 above, or seek to register any trademark similar to Trademark 1 and/or Trademark 2 in the United States and/or Canada for any product.

The Assignee covenants and agrees that:

- (a) The Assignee shall not interfere with the Assignor's registration/use of the trademark INIS; and
- (b) The Assignee shall not register/use the trademark INIS.

## 9. Termination

- (a) The Parties shall have the right to terminate this Agreement by giving written notice to the other Party if the other Party breaches any provision of this Agreement and, if curable, fails to cure such breach within fifteen (15) days after receiving a written notice to cure such breach.
- (b) The Assignee shall have the right to terminate this Agreement at any time by giving written notice to the Assignor if the Assignor is adjudicated as bankrupt or makes an assignment for the benefit of creditors, or proceedings (including but not limited to bankruptcy, insolvency, reorganization, workout, debt adjustment, liquidation, or dissolution) are instituted by or against the Assignor.

## 10. Entire Agreement; Amendment

This Agreement embodies the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes any prior agreements with respect thereto. This Agreement may be amended only by a written instrument signed by the Parties.

## 11. Counterparts; Severability

This Agreement may be executed in one or more counterparts all of which shall together constitute one and the same instrument. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

## 12. Governing Law; Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws (excluding the conflict of laws rules) of the Republic of Korea. Any dispute arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Seoul Central District Court in the Republic of Korea.

## 13. Further Assurances

The Parties shall use their respective best efforts to implement the provisions of this Agreement. The Parties shall undertake to execute all deeds, forms and other

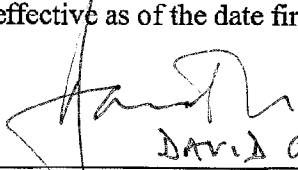
documents required to complete the transfer and assignment envisaged by this Agreement and perform any other acts necessary in connection therewith. In particular, if there is any additional documentation or information that is requested from the Assignor for the perfect transfer of Trademark 1 after the Closing Date, the Assignor shall have the obligation to fully comply with such request.

- 14. The Assignor's own Trademark rights in the Trademark INIS including U.S. Trademark Registration Nos. 3155967 (INIS AROSE), 3906777 (INIS MOONLIGHT), 3377013 (INIS ÓR), 2393910 (INIS THE ENERGY OF THE SEA), Application No. 85/714215 (INIS AROSE) and Canadian Trademark Registration No. TMA546814 (INIS THE ENERGY OF THE SEA)**

For the avoidance of any doubt, it is explicitly stated herein that this Agreement and license shall have no effect on the rights afforded to the Assignor in the INIS trademark. INIS shall not be regarded as a trademark similar to INNISFREE for the purposes of this Agreement or otherwise.

*(signature page follows)*

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the Parties effective as of the date first written above.

  
DAVID COX, DIRECTOR

By: Fragrances of Ireland (the "Assignor")

Name:

Title:



By: Innisfree Corporation (the "Assignee")

Name: Ahn Sae Hong

Title: Chief executive officer



Schedule 1

U.S. Patent and Trademark Office trademark registration certificate of Registration No. 1,762,239 ("Trademark 1")

Prior U.S. Cls.: 51 and 52

**United States Patent and Trademark Office**

Reg. No. 1,762,329  
Registered Apr. 6, 1993

**TRADEMARK  
PRINCIPAL REGISTER**

**INNISFREE**

FRAGRANCES OF IRELAND LIMITED (IRE-  
LAND CORPORATION)  
KILMACANOGUE  
BRAY, COUNTY WICKLOW, IRELAND

BATH GEL AND HAIR SHAMPOO, IN CLASS 3  
(U.S. CLS. 51 AND 52).  
FIRST USE 6-30-1983; IN COMMERCE  
6-30-1983.

FOR: PERFUMES, HAND SOAP, BODY  
SOAP, DEODORANT SOAP, BODY LOTION,

SER. NO. 74-302,726, FILED 8-10-1992.  
STEVEN R. FINE, EXAMINING ATTORNEY

Schedule 2

Canadian Intellectual Property Office trademark registration certificate of Registration No. TMA588,446 ("Trademark 2")



Office de la propriété  
Intellectuelle  
du Canada

Un organisme  
d'Industrie Canada

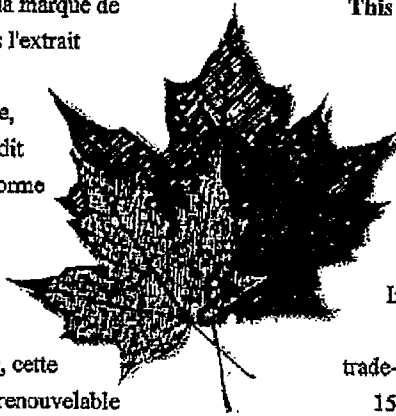
Canadian  
Intellectual Property  
Office

An Agency of  
Industry Canada



*Marques de commerce*  
*Certificat d'enregistrement*

La présente atteste que la marque de commerce identifiée dans l'extrait ci-joint, tiré du registre des marques de commerce, a été enregistrée et que ledit extrait est une copie conforme de l'inscription de son enregistrement. Conformément aux dispositions de la *Loi sur les marques de commerce*, cette marque de commerce est renouvelable tous les quinze ans à compter de la date d'enregistrement.



*Trade-marks*  
*Certificate of Registration*

This is to certify that the trade-mark, identified in the attached extract from the register of trade-marks, has been registered and that the said extract is a true copy of the record of its registration. In accordance with the provisions of the Trade-marks Act, this trade-mark is subject to renewal every 15 years from the registration date.

**INNISFREE**

Número d'enregistrement  
Registration Number **TMA588,446**

Número de dossier  
File Number **1038329**

Date d'enregistrement  
Registration Date **28 août/Aug 2003**

Registraire des marques de commerce  
Registrar of Trade-marks  
ICPO 19911-02

**Canada**



APPL'N/DEM. NO 1 038 329 REGISTRATION/ENREGISTREMENT NO TMA588,446

FILING DATE/DATE DE PRODUCTION:

03 déc/Dec 1999

REGISTRATION DATE/DATE D'ENREGISTREMENT:

28 août/Aug 2003

REGISTRANT/PROPRIÉTAIRE ORIGINAL:

Pacific Corporation,  
181, 2-ka Hangang-ro,  
Yongsan-ku, Seoul,  
REPUBLIC OF KOREA

REP FOR SERVICE/REP POUR SIGNIFICATION:

RIDOUT & MAYBEE LLP  
19TH FLOOR  
150 METCALFE STREET  
OTTAWA  
ONTARIO K2P 1P1

TRADE-MARK/MARQUE DE COMMERCE:

**INNISFREE**

WARES/MARCHANDISES:

Perfumes, skin fresheners, skin milk lotions, nourishing creams, compact powders, face powders, eye shadows, nutritional make-up essences, shampoos and cosmetic soaps.

CLAIMS/REVENDEICATIONS:

Declaration of Use filed July 29, 2003 on wares.



Canadian Intellectual  
Property Office  
An Agency of  
Industry Canada

Office de la propriété  
intellectuelle du Canada  
Un organisme  
d'Industrie Canada

Canada

## Canadian Intellectual Property Office

### Canadian Trade-marks Database

#### CANADIAN TRADE-MARK DATA

⇒ [Search Page](#)

\*\*\* Note Data on trade-marks is shown in the official language in which it was submitted.

The database was last updated on: 2013-04-16

**APPLICATION NUMBER:**

1038329

**REGISTRATION NUMBER:**

TMA568446

**STATUS:**

REGISTERED

**FILED:**

1999-12-03

**FORMALIZED:**

2000-01-21

**ADVERTISED:**

2001-04-18

**REGISTERED:**

2003-08-28

**REGISTRANT:**

Pacific Corporation,  
181, 2-ka Hangang-ro,  
Yongsan-ku, Seoul,  
REPUBLIC OF KOREA

**REPRESENTATIVE FOR SERVICE:**

RIDOUT & MAYBEE LLP  
4TH FLOOR  
100 MURRAY STREET  
OTTAWA  
ONTARIO K1N 0A1

**CURRENT OWNER:**

Innisfree Corporation  
191, 2-ka, Hangang-ro  
Yongsan-ku, Seoul  
REPUBLIC OF KOREA

**REPRESENTATIVE FOR SERVICE:**

RIDOUT & MAYBEE LLP  
4TH FLOOR  
100 MURRAY STREET  
OTTAWA  
ONTARIO K1N 0A1

**INTERESTED PARTIES:**

**OLD OWNER**

Amorepacific Corporation  
181, 2-ka, Hangang-ro  
Yongsan-ku, Seoul  
REPUBLIC OF KOREA

**TRADE-MARK:**

**INNISFREE**

**INDEX HEADINGS:**

INNISFREE

INNIS FREE

**WARES:**

(1) Perfumes, skin fresheners, skin milk lotions, nourishing creams, compact powders, face powders, eye shadows, nutritional make-up essences, shampoos and cosmetic soaps.

**CLAIMS:**

Declaration of Use filed July 29, 2003.

**ASSOCIATED MARKS:**

1,582,303

**Action Information**

<b>ACTION</b>	<b>DATE</b>	<b>BF</b>	<b>COMMENTS</b>
Filed	1999-12-03		
Created	1999-12-08		
Formalized	2000-01-21		
Search Recorded	2001-02-01		
Approved	2001-03-16		
Extracted for Advertisement	2001-04-04		Vol.48 Issue 2425 2001/04/18
Advertised	2001-04-18		Vol.48 Issue 2425
Agent Name Change	2001-06-19		
Rep for Service Name Change	2001-06-19		
Allowed	2001-07-05		
Allowance Notice Sent	2001-07-05	2002-12-03	
Extension of Time	2002-12-19	2003-06-03	Request Letter Date: 2002/12/03
Extension of Time	2003-06-20	2003-12-03	Request Letter Date: 2003/05/30
Registered	2003-08-28		
Change in Title Registered	2007-08-10		Assignment / Voir Preuve au dossier/See evidence on File No. 685636
Change in Title Registered	2010-05-17		Assignment / Voir Preuve au dossier/See evidence on File No. 1038329

**FOOTNOTES:****CHANGE IN TITLE/CHANGEMENT EN TITRE:**

TYPE OF CHANGE/GENRE DE CHANGEMENT: Assignment/Cession

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 10 août/Aug 2007

DATE OF CHANGE/DATE DE CHANGEMENT: 13 juin/Jun 2007

COMMENTS/COMMENTAIRES: FROM: Pacific Corporation,  
TO: Amorepacific Corporation

Voir Preuve au dossier/See evidence on File No. 685636

**CHANGE IN TITLE/CHANGEMENT EN TITRE:**

TYPE OF CHANGE/GENRE DE CHANGEMENT: Assignment/Cession

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 17 mai/May 2010

DATE OF CHANGE/DATE DE CHANGEMENT: 19 avr/Apr 2010

COMMENTS/COMMENTAIRES: FROM: Amorepacific Corporation  
TO: Innisfree Corporation

Voir Preuve au dossier/See evidence on File No. 1038329

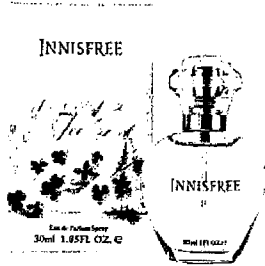


Last updated: 2012-03-26

**Schedule 3**

Photo and description of the Assignor's product using the "INNISFREE" trademark in the United States and Canada as of the date of this Agreement:

Description: Perfume, one (1) product



**Schedule 4**

Bank Account details of the Assignor (see Article 3)

Ulster Bank,  
130 Lower Baggot Street,  
Dublin 2,  
Ireland

Sort Code: 98-50-20  
Account Number: 13051071  
Account Name: Fragrances of Ireland Ltd.  
IBAN: IE43 ULSB 9850 2013 051071  
BIC: ULSB IE 2D