

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			
Name	Formerly	Execution Date	Entity Type
The Sanctuary at Covent Garden Limited		06/01/2011	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	PZ Cussons Beauty LLP		
Street Address:	8-10 Dryden Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC2E 9NA		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3469526	MANDE LULAR	
CORRESPONDENCE DATA			
Fax Number:	7036688200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7036688042		
Email:	dcdocketing@hdp.com,dhaarz@hdp.com		
Correspondent Name:	David R Haarz		
Address Line 1:	11730 Plaza America Dr - Suite 600		
Address Line 2:	Harness, Dickey & Pierce, PLC		
Address Line 4:	Reston, VIRGINIA 20190		
ATTORNEY DOCKET NUMBER:	5724-200006/US		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$40.00 3469526

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

NAME OF SUBMITTER:	David R Haarz
Signature:	/david r haarz/
Date:	05/31/2013

Total Attachments: 6

source=Deed of Assignment - MANDE LULAR#page1.tif
source=Deed of Assignment - MANDE LULAR#page2.tif
source=Deed of Assignment - MANDE LULAR#page3.tif
source=Deed of Assignment - MANDE LULAR#page4.tif
source=Deed of Assignment - MANDE LULAR#page5.tif
source=Deed of Assignment - MANDE LULAR#page6.tif

Dated 1 June 2011

THE SANCTUARY AT COVENT GARDEN LIMITED

PZ CUSSONS BEAUTY LLP

ASSIGNMENT OF REGISTERED BUSINESS
INTELLECTUAL PROPERTY

ADDLESHAW GODDARD

This Deed of Assignment is made on

1 June

2011

Between

- (1) **The Sanctuary at Covent Garden Limited** (No. 2480670) 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 Business Intellectual Property means the trade marks, registered designs (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.

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 £1 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 Business 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 Business 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 Business 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 Business 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 Business 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 enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

STEP 24B

- 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 Business 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 Business 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)
The Sanctuary at Covent Garden Limited)
acting by a director in the presence of)

.....
Director 


.....

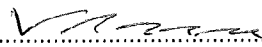
Signature of witness

Name Michael Cornwell

Address Flat 7, 2 Larke 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 Larke Rise

Manchester

The Sanctuary at Covent Garden Limited
MANDE LULAR 78/808257 6 Feb 2006 Registered
 United States of America 34232-00090 3469526 15 Jul 2006 15 Jul 2018
 Classes Goods/Services
 3 Cosmetic; toiletries, namely body washes, bath gel and oil relaxers, body sprays, body scrubs, bath salt scrubs, bath scaps, body cream soufflés, salt scrub soap bars, bath scaps, hot sugar body scrubs, body spritz, sponges impregnated with cosmetics, body lotions; skin cleansers; skin moisturizing creams; face masks and scrubs.

The Sanctuary at Covent Garden Limited
SANCTUARY SPA COVENT GARDEN & Device 77/327303 13 Nov 2007 Pending

United States of America 34232-00142



Classes Goods/Services
 3 Soaps, bath gel and oil relaxers, body scrubs, bath salt scrubs, body cream soufflés, salt scrub soap bars, bath scaps, hot sugar body scrubs, sponges impregnated with cosmetics, non-medicated foot soaks, foot lotions, foot scrubs, foot powder, body lotions, skin cleansers, skin moisturizing creams, tanning creams, tanning lotions, beauty masks, facial masks, mud beauty masks, toners, scrubs and pumice stones.
 4 Candles and wicks for lighting, fragranced candles; scented candles.
 8 Manicure sets, electric manicure sets, nail buffers, nail clippers, nail files, electric nail files, pedicure sets, scissors, tweezers.
 21 Loofah sponges, natural bath sponges, luxury bath sponges.

The Sanctuary at Covent Garden Limited
THE SANCTUARY SPA COVENT GARDEN & Device 78/797706 24 Jan 2006 Pending

United States of America 34232-00089



Classes Goods/Services
 3 Soaps, bath gel and oil relaxers, body scrubs, bath salt scrubs, body cream soufflés, salt scrub soap bars, bath scaps, hot sugar body scrubs, sponges impregnated with cosmetics, foot soaks, foot lotions, foot scrubs, foot powder, body lotions, skin cleansers, skin moisturizing creams, tanning creams, tanning lotions, masks, face masks, mud masks, toners, scrubs and pumice stones.
 4 Candles and wicks for lighting, fragranced candles; scented candles.
 8 Manicure sets, electric manicure sets, nail buffers, nail clippers, nail files, electric nail files, pedicure sets, scissors, tweezers.
 21 Loofah sponges, natural bath sponges, luxury bath sponges.

The Sanctuary at Covent Garden Limited
Fish Device IR968566 3 Dec 2007 Registered

WIPO 34232-00155 IR968566 3 Dec 2007 3 Dec 2017



Classes Goods/Services
 Soaps, cosmetics; perfumery; cosmetic preparations for skin care; astringents for cosmetic purposes; preparations for the bath and shower; preparations for the hair; shampoo and conditioners; hair lotions; toiletries; body lotions; cleansers;