

## 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																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>International Cosmetics and Design Limited</td> <td></td> <td>03/30/2011</td> <td>limited company (ltd.): UNITED KINGDOM</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	International Cosmetics and Design Limited		03/30/2011	limited company (ltd.): UNITED KINGDOM						
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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>4099636</td> <td>ROCOCO</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	4099636	ROCOCO								
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CORRESPONDENCE DATA																	
<p>Fax Number: 2029425999  <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: 202-942-5000        Email: TrademarkDocketing@aporter.com        Correspondent Name: Anna W. Manville; Arnold &amp; Porter LLP        Address Line 1: 555 12th Street, NW        Address Line 2: IP Docketing        Address Line 4: Washington, DISTRICT OF COLUMBIA 20004</p>																	
ATTORNEY DOCKET NUMBER:	22300.005																
DOMESTIC REPRESENTATIVE																	

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Name: Anna W. Manville; Arnold & Porter LLP  
Address Line 1: 555 12th Street, NW  
Address Line 2: IP Docketing  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Anna W. Manville
Signature:	/Anna W. Manville/
Date:	06/20/2012

**Total Attachments: 6**

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EXECUTION VERSION

DATED *30<sup>th</sup>* MARCH 2011

**ASSIGNMENT OF TRADE MARKS**

between

**INTERNATIONAL COSMETICS AND DESIGN LIMITED**

and

**NAIL APPAREL LIMITED**

EXECUTION VERSION

THIS Agreement is dated *8<sup>th</sup> March*, 2011

**PARTIES**

- (1) International Cosmetics and Design Limited, incorporated and registered in England and Wales with company number 05709124 whose registered office is at Suite 406, Kemp House, 152-160 City Road, London EC1V 2NX, United Kingdom (**Assignor**).
- (2) Nail Apparel Limited, incorporated and registered in England and Wales with company number 7573350 whose registered office is at 5th floor, Shropshire House, 11-20 Capper Street, London WC1E 6JA, United Kingdom (**Assignee**).

**BACKGROUND**

- (A) The Assignor is the applicant for the Trade Marks (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this assignment.

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Main Agreement:** an asset purchase agreement of even date between the Assignor, the Assignee, Ange Walker and Vernice Walker.

**Trade Marks:** the trade mark applications, short particulars of which are set out in Schedule 1.

1.2 Clause and schedule headings shall not affect the interpretation of this agreement.

1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.

1.4 References to clauses and schedules are to the clauses and schedules of this agreement.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## EXECUTION VERSION

- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 **Writing or written** includes faxes but not e-mail.
- 1.9 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. ASSIGNMENT

Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks anywhere in the world; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off and unfair competition) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this assignment.

## 3. WARRANTIES

The Assignor represents and warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;
- (b) it is properly registered as the applicant of the Trade Marks listed in Schedule 1;
- (c) all application fees in respect of each of the Trade Marks listed in Schedule 1 have been paid;
- (d) it has not given any third party permission to use any Trade Mark or otherwise licensed or assigned any of the rights under the Trade Marks; and
- (e) no claim has been made by a third party that disputes the right of the Assignor to use any Trade Mark, and it is unaware of any circumstances likely to give rise to a claim.

**4. FURTHER ASSURANCE**

The Assignor shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including registration of the Assignee as applicant of the Trade Marks listed in Schedule 1.

**5. GOVERNING LAW AND JURISDICTION**

- 5.1 This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 5.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

This agreement takes effect on the date stated at the beginning of it.

**Schedule 1 Trade Marks Applications**

<b>Mark</b>	<b>Country</b>	<b>Number</b>
NAIL APPAREL	USA	85091845
FACE APPAREL	USA	85091873
LIP APPAREL	USA	85091879
EYE APPAREL	USA	85091885
ROCOCO	USA	85008619

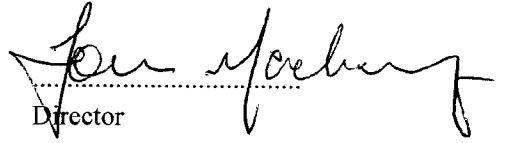
EXECUTION VERSION

Signed by ANGE WALKER  
for and on behalf of  
**INTERNATIONAL COSMETICS  
AND DESIGN LTD**



.....  
Director

Signed by TOM MACKNAY  
for and on behalf of **NAIL APPAREL  
LIMITED**



.....  
Director