

01-15-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

UBC Ltd.

01/09/03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/19/2002

2. Name and address of receiving party(ies)

Name: L'Oreal, S.A.

Internal Address:

Street Address: 14, Rue Royale

City: Paris, France State: Zip: 75008

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other French Societe Anonyme

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,236,736 and 2,189,486

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer Shmulewitz

Internal Address: Paul, Hastings, Janofsky &

Walker LLP

Street Address: 75 E. 55th Street

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

01/14/2003 DRYNE New York 0000012 2236736 State: NY Zip: 10022

01 FC:8581 40.00 OP 02 FC:8582 25.00 OP

DO NOT USE THIS SPACE

9. Signature.

Jennifer Shmulewitz Name of Person Signing

J. Shmulewitz Signature

1/6/03 Date

5

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT

This ASSIGNMENT from UBC Ltd., a corporation organized and existing under the laws of New York State ("Assignor"), 70-20 Austin St., Forest Hills, New York 11375, to L'Oréal, S.A., a societe anonyme organized and existing under the laws of France ("Assignee"), located at 14, Rue Royale, 75008 Paris, France, is entered into and effective as of the date first written below.

WHEREAS, Assignor owns all right, title and interest in and to the trademark METAMORPHOSIS (U.S. Registration No. 2,189,486) for "perfume; make-up; hair lotions; face and body soaps; and non-medicated skin care preparations, namely, creams, lotions, moisturizers, serums, cleansers, facial masks, toners, gels, and sunscreens," and the goodwill attached thereto, and to the trademark METAMORPHIA (U.S. Registration No. 2,236,736) for "cosmetics, namely, skin creams, body creams, cold cream, eye cream, skin lotions, skin moisturizers, skin cleansers, skin gels, skin toners and skin soaps, make-up, hair lotions, hair gels, perfumes and sun screens," and the goodwill attached thereto (together, the "**Marks**").

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, Assignor's right, title and interest in and to the Marks, along with the goodwill represented thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in and to the Marks, including United States Trademark

Registration Nos. 2,189,486 and 2,236,736 therefor, the goodwill of the business associated with the Marks and the right to recover for past, present and future infringements of the Marks.

2. Assignor agrees that, upon request it will, at any time without charge to Assignee but at Assignee's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Marks and registrations therefor in Assignee, its successors, assigns and legal representatives or nominees.

3. Assignor represents, warrants and covenants that:

(a) to the best of Assignor's knowledge, there is no infringement

by others of the Marks;

(b) no claim has been made that the use of either of the Marks does

or may violate the rights of any third person, and to the best of Assignor's knowledge, there is no infringement by Assignor of the trademark rights of others;

(c) Assignor is the sole and exclusive owner of the entire and

unencumbered right, title and interest in and to each of the Marks free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, other than the assignment created by this Assignment;

(d) There are no outstanding or active license agreements with any

third parties relating to the Marks and no assignment agreements relating to the Marks;
and

(e) Assignor has the unqualified right to enter into this Assignment

and to perform its terms.

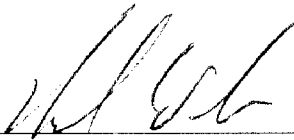
4. This Assignment will be binding upon Assignor, and its successors and assigns and shall inure to the benefit of Assignee, its nominees, successors and assigns.

5. This Assignment together with any additional documents necessary to effect the transfer of the Marks and registrations therefor constitutes the entire and exclusive terms and conditions with respect to the disposition of the Marks and supersedes any discussions, conflicting correspondence or other documents relating thereto and may only be modified in writing signed by both parties.

IN TESTIMONY WHEREOF, UBC Ltd. has executed this Assignment, through a duly authorized representative, on the date set forth below.

UBC LTD.

Dated: 12/19, 2002

By: 
Name: David Woods
Title: President

NY55/227503.1

DESIGNATION OF DOMESTIC REPRESENTATIVE

The firm of Paul, Hastings, Janofsky & Walker LLP and the members and associates of that firm and, specifically, Robert L. Sherman, having their offices at 75 East 55th Street, New York, New York 10022, are hereby designated, jointly and severally, as assignee L'Oréal, S.A.'s representatives upon whom notices of process affecting U.S. Registration No. 2,189,486 for the mark METAMORPHOSIS and U.S. Registration No. 2,236,736 for the mark METAMORPHIA may be served.

L'ORÉAL



Dated: 20 december, 2002

By:

José Monteiro
Chief Trademark Counsel