

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
Lady Jane (Hair Products) Limited		06/30/2003	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	Cork International Holdings Limited
Street Address:	105 Vanessa Street
City:	Kingsgrove, NSW 2208
State/Country:	AUSTRALIA
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2050426	LADY JAYNE

CORRESPONDENCE DATA	
Fax Number:	(212)521-5450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	dcohen@reedsmith.com
Correspondent Name:	Darren B. Cohen
Address Line 1:	599 Lexington Avenue
Address Line 2:	29th Floor
Address Line 4:	New York, NEW YORK 10022-7650

ATTORNEY DOCKET NUMBER:	501796/20000
--------------------------------	--------------

DOMESTIC REPRESENTATIVE	
Name:	Darren B. Cohen
Address Line 1:	599 Lexington Avenue
Address Line 2:	29th Floor
Address Line 4:	New York, NEW YORK 10022-7650

NAME OF SUBMITTER:	Darren B. Cohen
---------------------------	-----------------

OP \$40.00 2050426

Total Attachments: 7

source=ladyjane2050426#page1.tif
source=ladyjane2050426#page2.tif
source=ladyjane2050426#page3.tif
source=ladyjane2050426#page4.tif
source=ladyjane2050426#page5.tif
source=ladyjane2050426#page6.tif
source=ladyjane2050426#page7.tif

DATED 30th JUNE 2003

LADY JAYNE (HAIR PRODUCTS) LIMITED (1)

and

CORK INTERNATIONAL HOLDINGS LIMITED (2)

**DEED OF ASSIGNMENT OF TRADE
MARKS**

I SARA LAURA KERUM certify that this page and the following 6 page/s are/is a true and correct copy/copies of the Deed of Assignment of Trade Marks between Lady Jayne (Hair Products) Ltd and Cork International Holdings Ltd dated 30 June 2003.
Signed: [Signature]
Date: 21 May 2003.

Wragge & Co

Wragge & Co (I.L.P.) is a Limited Liability Partnership

Birmingham London Brussels

Tel +44 (0)870 903 1000 Fax +44 (0)870 904 1099 mail@wragge.com www.wragge.com

**TRADEMARK
REEL: 002875 FRAME: 0277**

CONTENTS

Clause	Heading	Page
1	Definitions	1
2	Assignment	1
3	Further Assurance	2
4	Applicable Law and Jurisdiction	2

THIS DEED OF ASSIGNMENT is made on *30th June* 2003 **BETWEEN:**

- (1) **LADY JAYNE (HAIR PRODUCTS) LIMITED** (Registered in England; No. 00335749) whose registered office is at The Poplars, Lenton Lane, Nottingham, NG7 2PW ("Assignor"); and
- (2) **CORK INTERNATIONAL HOLDINGS LIMITED** (Registered in England; No. 3238006 whose registered office is at The Poplars, Lenton Lane, Nottingham, NG7 2PW and which trades from 105 Vanessa Street, Kingsgrove, NSW 2208, Australia ("Assignee").

WHEREAS:

- (A) The Trade Marks (as defined below) are owned by the Assignor.
- (B) The Assignor granted Cork International Consumer Products Limited (registered in England, No. 3238006) ("CICPL") an exclusive licence of the Trade Marks to assemble, package promote, advertise, distribute and sell the Products in the Territory (both as defined below) under or in relation to the Trade Marks (the "Licence").
- (C) CICPL assigned the benefit (subject to the burden) of the Licence to the Assignee.
- (D) The parties now mutually agree that the Licence is hereby terminated and the Assignor has agreed to assign the Trade Marks to the Assignee on the terms of this Deed.

THE PARTIES AGREE as follows:

1 **Definitions**

1.1 In this Deed unless the context otherwise requires:

"Commencement Date" means the date of this Deed;

"Products" means hair, manicure, beauty products and accessories to be assembled, packaged and sold by the Assignee under the Trade Marks;

"Territory" means the world;

"Trade Marks" means the "LADY JAYNE" and "MISS JAYNE" trade marks, logos and devices set out in Schedule 1 that are registered in the Territory together with any other rights that the Assignor may have in any part of the Territory where there is neither a trade mark application or registration.

2 **Assignment**

2.1 In consideration the execution of this Assignment as a Deed and the Assignee's agreement to the termination of its existing rights under the Licence, the Assignor assigns to the Assignee all its right, title and interest in the Trade Marks together with any goodwill accrued to it in the Trade Marks and together with all rights of action, remedies, powers and benefits relating to any of the Trade Marks including the right to sue for damages for infringement occurring before the date of this Deed.

2.2 The parties mutually agree that the Licence between them (as referred to in the Recitals) shall hereby terminate forthwith.

3 Further Assurance

3.1 The Assignor undertakes that, at the request of the Assignee, it will do all acts and things (including without limitation, making declarations and oaths) and execute all documents that may be necessary under the law of any country for completing the transfer to the Assignee of the full right, title and interest to any of the rights assigned by Clause 2.

3.2 At the request of the Assignee, the Assignor shall provide all assistance to the Assignee which may be necessary in connection with bringing or defending any proceedings relating to any of the rights assigned by Clause 2.

4 Applicable Law and Jurisdiction

4.1 This Deed and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all disputes or claims arising out of or relating to this Deed shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.

IN WITNESS of the above the Assignor and Assignee have signed this assignment as a **DEED** on the date written at the head of this assignment.

Schedule 1

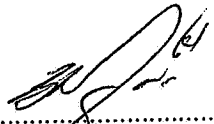
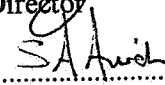
Registered Trade Marks

Trademark	Registered Owner	Country	Classes	Regd No.	Next Renewal
Lady Jayne	Lady Jayne (Hair Products) Limited	Benelux	21, 26	9992	2.3.09
Lady Jayne	Lady Jayne (Hair Products) Limited	Canada		TMA466582	29.11.11
Lady Jayne	Lady Jayne (Hair Products) Limited	Denmark	21,26	205-1959	7.2.09
Lady Jayne	Lady Jayne (Hair Products) Limited	Finland	21, 26	97696	20.1.07
Lady Jayne	Lady Jayne (Hair Products) Limited	France	21, 26	1609085	10.8.10
Lady Jayne	Lady Jayne (Hair Products) Limited	Germany	21, 26	1146533	28.2.09
Lady Jayne	Lady Jayne (Hair Products) Limited	Hong Kong	26	295/97	16.6.07
Lady Jayne	Lady Jayne (Hair Products) Limited	Hong Kong	21	487/79	26.6.13
Lady Jayne	Lady Jayne (Hair Products) Limited	Ireland	26	141210	1.8.07
Lady Jayne	Lady Jayne (Hair Products) Limited	Ireland	21	141209	1.8.07
Lady Jayne	Lady Jayne (Hair Products) Limited	Italy	21,26	605227	8.8.10
Lady Jayne	Lady Jayne (Hair Products) Limited	New Zealand	21	94244	13.7.05
Lady Jayne	Lady Jayne (Hair Products) Limited	New Zealand	26	94245	13.7.05
Lady Jayne	Lady Jayne (Hair Products) Limited	New Zealand	8	94242	13.7.05
Lady Jayne	Lady Jayne (Hair Products) Limited	New Zealand	4, 26	84081	12.5.16
Lady Jayne	Lady Jayne (Hair Products) Limited	New Zealand	21	84080	12.5.16
Lady Jayne	Lady Jayne (Hair Products) Limited	Norway	21, 26	151154	25.6.12
Lady Jayne	Lady Jayne (Hair Products) Limited	Spain	21	1148154	26.5.06
Lady Jayne	Lady Jayne (Hair Products) Limited	Spain	26	1148155	8.5.09
Lady Jayne	Lady Jayne (Hair Products) Limited	Sweden	21	251672	10.9.03
Lady Jayne	Lady Jayne (Hair Products) Limited	Sweden	26	112497	26.3.05
Lady Jayne	Lady Jayne (Hair Products) Limited	Taiwan	26	703484	25.2.07
Lady Jayne	Lady Jayne (Hair Products) Limited	Taiwan	8	812699	15.8.08
Lady Jayne	Lady Jayne (Hair Products) Limited	Taiwan		361063	31.3.07
Lady Jayne	Lady Jayne (Hair Products) Limited	Thailand	28	TM13568	2.6.03
Lady Jayne	Lady Jayne (Hair Products) Limited	United Kingdom	26	770227	18.10.06
Lady Jayne	Lady Jayne (Hair Products) Limited	United Kingdom	21	834805	18.5.07
Lady Jayne	Lady Jayne (Hair Products) Limited	United Kingdom	3,5,21	546059	11.11.03
Lady Jayne	Lady Jayne (Hair Products) Limited	United Kingdom	26	1094391	20.4.09
Lady Jayne	Lady Jayne (Hair Products) Limited	United Kingdom	25	1094390	20.4.09
Lady Jayne	Lady Jayne (Hair Products) Limited	USA	21, 26	2050426	8.4.07

Lady Jayne (new Logo)	Lady Jayne (Hair Products) Limited	Community Trademark	21, 26	000536698	16.5.07
Lady Jayne Logo	Lady Jayne (Hair Products) Limited	Benelux	8,21,26	530657	29.12.12
Lady Jayne Logo	Lady Jayne (Hair Products) Limited	Finland	26	129451	7.12.03
Lady Jayne Logo	Lady Jayne (Hair Products) Limited	France	26	92448417	31.12.12
Lady Jayne Logo	Lady Jayne (Hair Products) Limited	Germany	26	2078206	31.12.12
Lady Jayne Logo	Lady Jayne (Hair Products) Limited	Hong Kong	26	05986/1995	6.1.14
Lady Jayne Logo	Lady Jayne (Hair Products) Limited	South Africa	26	93/0003	4.1.13
Lady Jayne Logo	Lady Jayne (Hair Products) Limited	Sweden	26	251894	17.9.03
Lady Jayne Suregrip	Lady Jayne (Hair Products) Limited	United Kingdom	21	1232615	21.12.05
Miss Jayne	Lady Jayne (Hair Products) Ltd	New Zealand	21	91340	2.9.04
Miss Jayne	Lady Jayne (Hair Products) Ltd	New Zealand	26	91341	2.9.04
Miss Jayne	Lady Jayne (Hair Products) Ltd	Taiwan		361071	31.3.07
Miss Jayne	Lady Jayne (Hair Products) Ltd	Taiwan	26	793513	25.2.07
Miss Jayne	Lady Jayne (Hair Products) Ltd	France	21, 26	92418055	06.05.2012



SIGNED AS A DEED by
and
on behalf of
**LADY JAYNE (HAIR PRODUCTS)
LIMITED**

)
)
)
)
)


.....
Director

.....
Director/Company Secretary

SIGNED AS A DEED by
and
on behalf of
**CORK INTERNATIONAL HOLDINGS
LIMITED**

)
)
)
)
)


.....
Director

.....
Director/Company Secretary

W/10017-100100100001