

PATENT
REEL: 011168 FRAME: 0644

ASSIGNMENT

FOR VALUE RECEIVED, We, Diane Breidenbach, and Laurence Mille hereby sell, assign and transfer to Fragrance Systems International, Inc. as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to a certain invention relating to entitled, **ASYMMETRICAL DUAL COSMETIC DISPENSER** described in an application for Letters Patent of the United States, executed by us on September , 2000 and as described and/or claimed in any and all applications for Letters Patent based thereon, including any divisions, continuations, continuation-in-parts, reissues, re-examinations and extensions thereof, as well as all foreign counterparts thereof, together with all Letters Patent issuing on any of the aforesaid applications for Letters Patent, the same to be held and enjoyed by assignee, its successors, assigns or other legal representatives, to the full ends of the terms of all said Letters Patents therefor which may be granted. and all rights and privileges under any and all Letters Patent that may be granted therefore.

We hereby authorize Assignee to make applications for and to receive Letters Patent for said invention in any foreign countries in its own name or in our own name at its election.

We request that any and all patents for said invention be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any applications for patent or other form of protection for said invention filed by it of them, the benefit of the right of priority provided by the International Convention of the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written authorization from me.

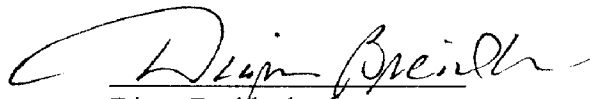
We will, at any time, upon the request and at the expense of Assignee, execute any continuations, divisions, reissues, or any other additional applications for Letters Patent for said invention or any part or

parts thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to Assignee, and will make all rightful oaths, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of Assignee, its successors, assigns or other legal representatives.

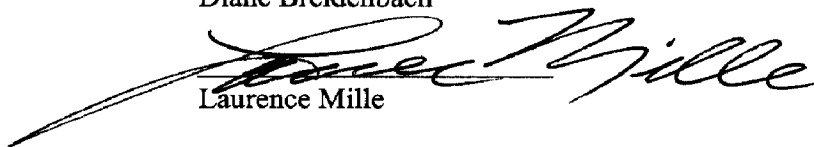
We hereby consent that copies of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like documents which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

Dated: September 15, 2000


Diane Breidenbach

Dated: September 15, 2000


Laurence Mille

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