

11-18-2004

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002

PATENT RECORDATION  
COVER SHEET

102809396

Attorney Docket No.  
C74.12-0001

To the Director of the U.S. Patent and Trademark Office: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):  
Fountainhall Limited  
50 Town Range  
GibraltarAdditional name(s) of conveying party(ies) attached? [ ]  
Yes [ ] No

3. Nature of Conveyance:

[ ] Assignment [ ] Merger  
[ ] Security Agreement  
[ ] Change of Name [X] Other: record to correct an  
Assignee on a document recorded on reel 014384, frame  
0958

Execution Date: September 11, 2002

4A. Application No.(s)

If this document is being filed together with a new  
application, the execution date(s) of the Declaration of  
the application is: \_

Additional numbers attached? [ ] Yes [ ] No

5. Name and address of party to whom corres-  
pondence concerning document should be mailed:Name: Judson K. Champlin  
Street Address: Westman, Champlin & Kelly, P.A.  
Suite 1600  
International Centre  
900 Second Avenue South  
City: Minneapolis State: MN ZIP 55402

2. Name and address of receiving party(ies):

Name: The Trustees of the Boronia  
Pension Fund  
Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City \_\_\_\_\_ Country \_\_\_\_\_ ZIP \_\_\_\_\_

\* SEE ATTACHED SHEET \*

Additional name(s) & address(es) attached? [X]  
Yes [ ] No

4B. Patent No.(s)

4,996,006

Additional numbers attached?  
[ ] Yes [ ] No6. Total number of applications and patents  
involved: [1]

7. Total fee (37 CFR 3.41):.....\$ 0.00

8. Method of Payment

[ ] Enclosed  
[X] The Director is authorized to  
charge payment of any additional  
recording fees or credit any  
overpayment to deposit account  
No. 23-1123.

DO NOT USE THIS SPACE

FEE OK

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached  
copy is a true copy of the original document.Leanne R. Taveggia  
Name of Person Signing  
Signature11/9/04  
Date

Total number of pages submitted: [25]

RECORD AS OF 4/5/04

**Names and Addresses of the Trustees of the Boronia Pension Fund**

Mark Constantine  
24 Constitution Hill Road  
Poole  
Dorset BH14 0QD  
UNITED KINGDOM

Margaret Joan Constantine  
24 Constitution Hill Road  
Poole  
Dorset BH14 0QD  
UNITED KINGDOM

Helen Elizabeth Ambrosen  
17 Winterhayes Close  
Poole  
Dorset BH17 9HP  
UNITED KINGDOM

Elizabeth Bennett  
West Holms Farmhouse  
West Holme  
Wareham  
Dorset BH20 6AQ  
UNITED KINGDOM

Rowena Jacqueline Bird  
7 Nelson Road  
Bournemouth BH4 9JA  
UNITED KINGDOM

Paul Alec Vincent Greeves  
20 High Way  
Broadstone  
Dorset BH18 9NB  
UNITED KINGDOM

Eagle Place Trustees Limited  
Lacon House  
Theobald's Road  
London WC1X 8RW  
UNITED KINGDOM

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11/4/04 5:28 PAGE 012/039 Fax Server

08-20-2003

PATENT RECORDAT

COVER SHEET

102580356

Attorney Docket No.  
C74.12-0001

To the Director of the U.S. Patent and Trademark Office: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):  
Fountainhall Limited  
50 Town Range  
GibraltarAdditional name(s) of conveying party(ies)  
attached? [ ] Yes [ ] No2. Name and address of receiving  
party(ies):Name: The Trustees of the Boronia  
Pension Fund

Internal Address:

Street Address:

City Country ZIP

\* SEE ATTACHED SHEET \*

Additional name(s) & address(es) attached?  
[X] Yes [ ] No

3. Nature of Conveyance:

[X] Assignment [ ] Merger

[ ] Security Agreement

[ ] Change of Name [ ] Other

Execution Date: September 11, 2002

4A. Application No.(s)

If this document is being filed together with a  
new application, the execution date(s) of the  
Declaration of the application is:

Additional numbers attached? [ ] Yes [ ] No

4B. Patent No.(s)

4,996,006

Additional numbers attached?

[ ] Yes [ ] No

5. Name and address of party to whom corres-  
pondence concerning document should be mailed:

Name: Judson K. Champlin

Street Address: Westman, Champlin &amp; Kelly, P.A.

Suite 1600

International Centre

900 Second Avenue South

City: Minneapolis State: MN ZIP 55402

6. Total number of applications and  
patents involved: [1]

7. Total fee (37 CFR 3.41): .....\$ 40.00

8. Method of Payment

[X] Enclosed

[X] The Director is authorized to  
charge payment of any additional  
recording fees or credit any  
overpayment to deposit account  
No. 23-1123.

08/19/2003 09:00:11 00000037 4996006

01 FC:8021

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any  
attached copy is a true copy of the original document.

Judson K. Champlin

Name of Person Signing

Signature

Date

Total number of pages submitted: [25]

**Names and Addresses of the Trustees of the Boronia Pension Fund**

Mark Constantine  
24 Constitution Hill Road  
Poole  
Dorset BH14 0QD  
UNITED KINGDOM

Margaret Joan Constantine  
24 Constitution Hill Road  
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Helen Elizabeth Ambrosen  
17 Winterhayes Close  
Poole  
Dorset BH17 9HP  
UNITED KINGDOM

Elizabeth Bennett  
West Holme Farmhouse  
West Holme  
Wareham  
Dorset BH20 6AQ  
UNITED KINGDOM

Rowena Jacqueline Bird  
7 Nelson Road  
Bournemouth BH4 9JA  
UNITED KINGDOM

Paul Alex<sup>e</sup> Vincent Greeves  
20 High Way  
Broadstone  
Dorset BH18 9NB  
UNITED KINGDOM

Eagle Place Trustees Limited  
Lacoe House  
Theobald's Road  
London WC1X 8RW  
UNITED KINGDOM

Dated 11<sup>th</sup> September 2002

**FOUNTAINHALL LIMITED (1)**

and

**THE TRUSTEES OF THE BORONIA PENSION FUND (2)**

and

**MARK CONSTANTINE (3)**

---

Agreement relating to the name  
"Cosmetics to Go"  
and other intellectual property

---

Steele Raymond  
Richmond Point  
43 Richmond Hill  
Bournemouth, Dorset  
BH2 6LR

AGREEMENT dated

11<sup>th</sup> September

2002

BETWEEN

- (1) FOUNTAINHALL LIMITED a Company registered in Gibraltar (No. 28821) having its registered office at 50 Town Range, Gibraltar ("the Seller");
- (2) THE TRUSTEES OF THE BORONIA PENSION FUND whose names and addresses are set out in Schedule Four hereto ("the First Buyer"); and
- (3) MARK CONSTANTINE of 24 Constitution Hill, Poole, Dorset BH14 0QD (the "Second Buyer");

## WHEREAS:

- A The Seller is the owner of certain Intellectual Property as described below;
- B The First Buyer and the Second Buyer have agreed to buy all the right title and interest of the Seller in the Intellectual Property on the terms in this Agreement and FountainhallUK has agreed to enter into this Agreement for the purposes of confirming the sale and for other purposes.

NOW IT IS HEREBY AGREED as follows:-

1. Definitions

- 1.1 In this Agreement the following words and expressions will have the meanings set out below:

"the Intellectual Property"

means:

- (i) the Names, and all goodwill associated therewith owned by the Seller in all parts of the world; and
- (ii) the trade marks, service marks, patents and domain names (including all benefits and all goodwill associated with the foregoing) listed in Schedule One hereto; and

- (iii) all other intellectual property rights, in all parts of the world and for the entire term of such rights (including all other trade or business names, trade marks, patents, designs, service marks, copyrights, designs, logos, confidential information, customer lists and details, databases, know-how and similar rights or property now registered in the name of Constantine & Weir PLC or Constantine & Weir Limited or in the name of the Seller or owned by the Seller; and
- (iv) all rights of action and claims against third parties now or hereafter arising from the items in paragraphs (i) (ii) and (iii) above;

"the Names"

means "Cosmetics to Go" "Constantine & Weir" and the other product or trade names listed in Schedule One;

"Completion"

means the completion hereof; and

"Completion Date"

means the date as may be agreed by the Buyers and the Seller for Completion to take place.

1.2 Unless the context otherwise requires, in this Agreement:

- (i) words in the singular include the plural and vice versa;
- (ii) words importing a gender include all genders and the neuter;
- (iii) a reference to a person includes a reference to a body corporate and to an unincorporated body of person.

## 2. Sale

2.1 The Seller agrees to sell to the First Buyer and the First Buyer agrees to buy and the Seller assigns to the First Buyer with full title guarantee all of the trade marks, service marks, patents and domain names listed in Schedule One hereto.

- 2.2 The Seller agrees to sell to the Second Buyer and Second Buyer agrees to buy and the Seller agrees to assign to the Second Buyer such right title and interest as the Seller may have in respect of all the Intellectual Property not listed in Schedule One hereto.

3. Price

- 3.1 In consideration of the purchase of the Intellectual Property to be purchased by the First Buyer hereunder the First Buyer agrees to pay to the Seller the sum of £125,000 at Completion.
- 3.2 In consideration of the purchase of the Intellectual Property to be purchased by the Second Buyer the Second Buyer agrees to pay the Seller the sum of £1.00, payment of which the Seller hereby acknowledges.

4. Completion

The sale and purchase of the Intellectual Property shall be completed at the offices of the Seller's solicitors, Pullig & Co, Bridewell Place, London EC4V 6AP on the Completion Date when:

- (i) the Seller shall hand over all certificates, registrations or other documents and files in its possession or control relating to the Intellectual Property to the First Buyer and the Second Buyer;
- (ii) the Seller and/or FountainhallUK shall execute and deliver such assignments and/or transfers of the Intellectual Property to the Buyers and other documents required to transfer to the Buyers the Intellectual Property (including the Assignments of Trade Marks contained in Schedule Two) as the Buyers may request; and
- (iii) the First Buyer shall pay the purchase price of £125,000 by bank transfer to the Seller or its solicitors (whose receipt will be a good discharge for the purchase price).

5. Undertakings

The sale of the Intellectual Property hereunder is exclusive in all respects and the Seller hereby agrees and undertakes that it will not, following Completion, in connection with any business or otherwise, use or exploit the Name or any reproduction or version thereof which is likely to be confused with the name, nor use or exploit for its own benefit or the benefit of any third party any of the other Intellectual Property purchased by the Buyers under this Agreement.



6. Warranty and Indemnity

6.1 The Seller hereby jointly and severally represents, warrants and undertakes to the Buyers and their successors in title as follows:

6.1.1 the Seller owns the Intellectual Property absolutely free from all charges, mortgages, liens, incumbrances and other claims by third parties and has full and unrestricted power to sell the Intellectual Property to the Buyers hereunder without any approval or consent of any third party;

6.1.2 as far as it is aware the Intellectual Property listed in Schedule One is valid and subsisting and does not conflict with or infringe the intellectual or other rights of any third party;

6.1.3 as far as it is aware there are no disputes, claims, legal proceedings or other similar actions of any nature whatsoever in any part of the world commenced or threatened with respect to the Intellectual Property;

6.1.4 no licences or other rights have been granted to any person to use or exploit in any way any of the Intellectual Property and there are no options or agreements subsisting which would require the grant of any such licence or grant of rights;

6.1.5 as far as it is aware the registrations listed in Schedule One are valid and up to date and no registration, renewal or re-registration fees are currently overdue or unpaid and payable in relation to the Intellectual Property and all fees payable to any patent or trade mark agents or similar advisers by the Seller have been duly paid and discharged;

6.1.6 the Seller has not knowingly withheld from the Buyers knowledge of any circumstances that may endanger the validity of the Intellectual Property or the ability of the Seller to register the assignment of any of the Intellectual Property pursuant to this Agreement; and

6.1.7 the Seller has not by act caused or permitted anything to be done which might endanger the validity of the Intellectual Property or the ability of the Buyers to register the assignment of any of the Intellectual Property pursuant to this Agreement.

6.2 The Seller will on demand indemnify, save and hold harmless the Buyers from and against all losses, liabilities, claims, demands, damages

and expenses suffered or incurred by the Buyers by reason or result of any breach of any of the representations, warranties or agreements made by the Seller (including the warranties in Clause 6.1 above) or any other breach or non-observance of the provisions of this Agreement by the Seller or arising out of any claim or demand made against the Buyers on the basis that the Intellectual Property infringes or may infringe the rights of any third party.

## 7. Power of Attorney

The Seller will at Completion execute and deliver to each of the First Buyer and the Second Buyer a Power of Attorney in the forms attached in Schedule Three irrevocably appointing the Buyers (in the case of the First Buyer acting through one or more of its directors and/or its company secretary) as its attorney for the purpose of executing (in the name of the Seller or otherwise) all such assignments, applications, transfers or other documents and doing all such acts as the Buyers may from time to time require or consider necessary or desirable for the purpose of:-

- 7.1 procuring the assignment or transfer of all the Intellectual Property to the First Buyer or as the First Buyer may direct in respect of rights sold and/or assigned to the First Buyer and to the Second Buyer in respect of the rights sold and/or assigned to the Second Buyer or as the Second Buyer may direct;
- 7.2 procuring the registration of the Intellectual Property in any register in any part of the world; or
- 7.3 commencing or defending legal or other proceedings in any part of the world for the defence, protection or enforcement of the Intellectual Property; and
- 7.4 otherwise giving full effect to the sale and purchase of the Intellectual Property hereunder and the preservation and enforcement of the Intellectual Property generally in any part of the world.

## 8. General

- 8.1 The parties agree that the terms of this agreement to be entered into between them and the circumstances surrounding the entering into of this Agreement shall be confidential, subject to disclosures required by law including disclosures to any governmental agency.

- 8.2 The parties agree that no press release(s), and notice(s) or any other publicity concerning the arrangements contemplated by this Agreement or the relationship between the parties shall be issued, given or otherwise disseminated, with the prior written approval of the Buyer and the Seller.
- 8.3 This Agreement does not render, and nothing herein contained shall be construed to render the Buyers liable for any debts, obligations or liabilities of the Seller now existing or to be incurred in the performance of this Agreement. Nothing in this Agreement shall be deemed or construed to constitute or create between the parties hereto, a partnership or joint venture. Nothing in this Agreement shall be deemed to be or construed to constitute or create a transfer of trade.
- 8.4 If any provision of this Agreement is held invalid or unenforceable for any reason, such provision is fully separable, and shall thereupon be separated from, the remaining provisions of this Agreement, and the remaining provisions are nevertheless validated and enforceable as if such of the provisions held invalid or unenforceable were not a part of this Agreement.
- 8.5 The failure of any of the parties at any time to require performance by another party of any provision of this Agreement shall not affect in any way or derogate from the full right to require such performance at any time thereafter; nor shall the waiver by any party of a breach of any provision thereof be held to be a waiver of the provision itself.
- 8.6 This Agreement shall be governed by and construed in accordance with the laws of England. The parties submit irrevocably to the jurisdiction of the English courts for all purposes connected herewith.
- 8.7 This Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, heirs, beneficiaries, executor, administrator or personal representative of the parties hereto.
- 8.8 Any notice to be given under this Agreement shall be in writing and shall be delivered by any means which provide evidence of the date received to the respective party at the address of that party to be served as above written or to such other address of which written notice has been previously given. Any notice shall be deemed to have been given at the date and time of delivery or attempted delivery.
- 8.9 A waiver by any of the parties hereto of any of the provisions of this Agreement in any instance shall not be deemed or construed to be a waiver of them for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in

this Agreement shall be cumulative and some of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any of the parties hereto.

- 8.10 This Agreement may be executed in counterpart with one executed copy to be retained by each party.
- 8.11 The parties to this document agree that Eagle Place Trustees Limited ("EPTL") is entering into this document
- 8.11.1 as trustee only; and
  - 8.11.2 only in order to satisfy the requirements of the UK Inland Revenue; and
  - 8.11.3 not in consequence of any investment decision on the part of EPTL

and the parties agree that, notwithstanding anything else whatsoever in this document or in any other document referred to herein, EPTL shall have no liability for damages or otherwise, (directly or indirectly and whether by way of contribution or otherwise), in respect of any breach of non-observance of any covenants, undertakings or obligations (express or implied) entered into or to be entered into by any party and EPTL shall have no liability for compliance with any such covenants, undertakings or obligations.

IN WITNESS WHEREOF the parties have executed this Deed as of the date first above written

THE COMMON SEAL OF  
EXECUTED AS A DEED by  
FOUNTAINHALL LIMITED  
and signed by  
WAS HEREUNTO AFFIXED IN THE  
PRESENCE OF :-

Director

FINSBURY CORPORATE SERVICES LIMITED  
DIRECTOR

Director/Secretary

FINSBURY SECRETARIES LIMITED  
SECRETARY


EXECUTED AS A DEED by  
MARK CONSTANTINE  
in the presence of:-

)  
)  
)

  
Michelle Aire



EXECUTED AS A DEED by  
MARGARET JOAN CONSTANTINE  
in the presence of:-

)  
)  
)

  
Michelle Aire

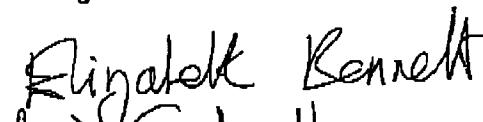
EXECUTED AS A DEED by  
HELEN ELIZABETH AMBROSEN  
in the presence of:-

)  
)  
)


EXECUTED AS A DEED by  
ELIZABETH BENNETT  
in the presence of:-

)  
)  
)

  
Agnes Gendry-Heaven

EXECUTED AS A DEED by  
ROWENA JACQUELINE BIRD  
in the presence of:-

)  
)  
)

  
Agnes Gendry-Heaven

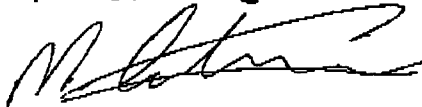
EXECUTED AS A DEED by  
PAUL ALEC VINCENT GREEVES  
in the presence of:-

)  
)  
)

  
Michelle Aire

EXECUTED AS A DEED by  
MARK CONSTANTINE  
(as the Second Buyer)  
in the presence of:-

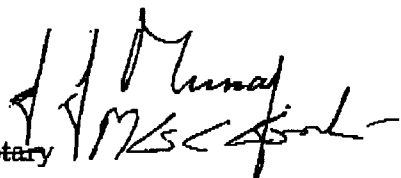
)  
)  
)  
)

  
Michelle Aire

EXECUTED AS A DEED by  
EAGLE PLACE TRUSTEES LIMITED  
and signed by:

)  
)  
)  
)

Director  
Director/Secretary



**SCHEDULE ONE****Registrations****1. Patents**

US Patent No 4996006 granted 26 February 1991 (Shampoo Bar) registered in the name of Fountainhall Limited

European Patent No. 0330435 granted 2 February 1994 registered in the name of Constantine & Weir Limited

**2. Trade marks registered in the UK**

Mark	Registration Number	Registration Date	Classes
SCHLAPP	1299182	28.01.1987	3
inasia	1325839	04.11.1987	3
KHUFU	1325840	04.11.1987	3
ISOBAR	1327048	16.11.1987	3
GIGAKU	1338171	11.03.1988	3
COSMETICS TO GO	1348563	28.06.1988	3
BABY REVELS	1350972	14.07.1988	3
MILKY BAR	1350974	14.07.1988	3
BATH BOMB	1350975	14.07.1988	3
Delivery Man Logo	1368765	04.01.1989	3
COSMETICS TO GO	1370926	23.01.1989	3
Stickers and String Device	1473451	14.08.1991	3
BOTANOMANCY	1497172	20.03.1992	3
COSMETICS TO GO GINGER	2020890	18.05.1995	3

**3. Trade Marks registered outside the UK**

Mark	Registration No.	Class	Country
COSMETICS TO GO & Cherub Logo	376086	3 & 5	Switzerland
Delivery Man Logo	371560	3 & 5	Switzerland
COSMETICS TO GO	367965	3 & 5	Switzerland
Delivery Man Logo	191859	3	New Zealand
COSMETICS TO GO	188701	3	New Zealand
COSMETICS TO GO	124154	3 & 5	Austria
Delivery Man Logo	459493	3, 5 & 42	Benelux

Mark	Registration No.	Class	Country
COSMETICS TO GO	542096	3, 5 & 42	Italy
Delivery Man Logo	561171	3, 5 & 42	Italy
Stickers & String Device	2028304	3	Germany
COSMETICS TO GO	1152358	3, 5 & 42	Germany
Delivery Man Logo	1152359	3, 5 & 42	Germany
Delivery Man Logo	A507665	3	Australia
Delivery Man Logo	131539	3	Ireland
COSMETICS TO GO	B129714	3	Ireland
Running Man Logo	T91/009255	3	Singapore
COSMETICS TO GO	T91/00924H	3	Singapore
Delivery Man Logo	2436304	4	Japan

**SCHEDULE TWO**

**DATED** \_\_\_\_\_ **2002**

**FOUNTAINHALL LIMITED (1)**

**and**

**THE TRUSTEES OF THE  
BORONIA PENSION FUND (2)**

---

**ASSIGNMENT  
of Trade Marks**

---

Steele Raymond  
Richmond Point  
43 Richmond Hill  
Bournemouth  
Dorset  
BH2 6LR



AN ASSIGNMENT made on

2002

BETWEEN:

- (1) **FOUNTAINHALL LIMITED** a Company registered in Gibraltar (No. 28821) having its registered office at 50 Town Range, Gibraltar (the "Assignor")
- (2) **THE TRUSTEES OF THE BORONIA PENSION FUND** whose names and addresses are listed in Appendix 2 of this Assignment (the "Assignees")

RECITALS:

- (A) The Assignor is the proprietor of the trade marks particulars of which are set out in Appendix 1 of this Assignment ("the Trade Marks")
- (B) The Assignor has agreed with the Assignees to assign to the Assignees the Trade Marks for the consideration set out below

NOW THIS DEED WITNESSES:

1 Assignment

1.1 In consideration of the sum of £1.00 (plus VAT) (receipt of which is hereby acknowledged) the Assignors as beneficial owners hereby assign to the Assignees all property right title and interest in the Trade Marks including all common law rights connection therewith together with (specifically but not by way of limitation):

- (a) the goodwill of the business relating to the goods in respect of which the Trade Marks are used
- (b) all other rights as may subsist in the Trade Marks and the goodwill associated therewith including without limitation such copyright as may subsist therein ("the Further Rights")
- (c) the right to institute and maintain proceedings for infringement, passing off, unfair competition or any like right of action against any person wrongfully using the Trade Marks or the Further Rights whether now, hereafter or prior to the date hereof including the right to claim damages or other relief

to hold the same unto the Assignees absolutely

## 2 Warranties

21. The Assignor hereby warrants to the Assignees that:

- (a) the details of the Trade Marks set out in Appendix 1 are correct
- (b) at the date hereof the Trade Marks are subsisting and that nothing has been done or omitted nor to its knowledge has any event occurred whereby the same may be declared void or invalidated
- (c) it has granted no rights to any third party to use or otherwise exploit the Trade Marks

## 3 Covenants

31. The Assignor hereby covenants with the Assignees that:

- (a) it will execute all documents forms and authorisations and do all things and will cause all necessary declarations and oaths to be made which may be necessary for securing completing or vesting absolutely in the Assignees full title right and all interest in the Trade Marks and for conferring on the Assignees all rights of action in respect of any claim for infringement passing off or unfair competition of any kind by third parties
- (b) it will not use the Trade Marks or any other trade mark which nearly resembles them or is colourably similar to them in future

## 4 Governing law

4.1 This Assignment shall be governed by, and construed in accordance with, English law and the English courts shall have exclusive jurisdiction in respect of it

## 5 Interpretation

- 5.1 References in this Assignment to the Assignor and the Assignees shall (unless the context requires otherwise) include a reference to their respective successors in title and references to the Assignor shall also include a reference to their predecessors in title
- 5.2 The headings in this Assignment shall not affect its construction or interpretation

IN WITNESS whereof the parties to this Assignment have duly executed it as  
a deed the day and year first above written

Appendix IThe Trade Marks

Mark	Registration Number	Registration Date	Classes
SCHLAPP	1299182	28.01.1987	3
inasia	1325839	04.11.1987	3
KHUFU	1325840	04.11.1987	3
ISOBAR	1327048	16.11.1987	3
GIGAKU	1338171	11.03.1988	3
COSMETICS TO GO	1348563	28.06.1988	3
BABY REVELS	1350972	14.07.1988	3
MILKY BAR	1350974	14.07.1988	3
BATH BOMB	1350975	14.07.1988	3
Delivery Man Logo	1368765	04.01.1989	3
COSMETICS TO GO	1370926	23.01.1989	3
Stickers & String Logo	1473451	14.08.1991	3
BOTANOMANCY	1497172	20.03.1992	3
COSMETICS TO GO GINGER	2020890	18.05.1995	3

Appendix 2Names and Addresses of the Trustees of the Boronia Pension Fund

1. Mark Constantine of 24 Constitution Hill Road, Poole, Dorset, BH14 0QD.
2. Margaret Joan Constantine (address as for Mark Constantine above).
3. Helen Elizabeth Ambrosen of 17 Winterhayes Close, Poole, Dorset, BH17 9HP.
4. Elizabeth Bennett of West Holme Farmhouse, West Holme, Wareham, Dorset, BH20 6AQ.
5. Rowena Jacqueline Bird of 7 Nelson Road, Bournemouth, BH4 9JA.
6. Paul Alec Vincent Greeves of 20 High Way, Broadstone, Dorset, BH18 9NB.
7. Eagle Place Trustees Limited, Lacon House, Theobald's Road, London WC1X 8RW

THE COMMON SEAL of

Signed as a deed by  
FOUNTAINHALL LIMITED

acting by: was APPROVED in the

presence of:

FINSBURY CORPORATE SERVICES LIMITED  
DIRECTOR

FINSBURY SECRETARIES LIMITED  
SECRETARY

Signed as a deed by  
MARK CONSTANTINE  
in the presence of:-

) *[Signature]*  
) Michelle Cere

Signed as a deed by  
MARGARET JOAN CONSTANTINE  
in the presence of:-

) *[Signature]*  
) Michelle Cere

Signed as a deed by  
HELEN ELIZABETH AMBROSEN  
in the presence of:-

) *[Signature]*  
) *[Signature]*

Signed as a deed by  
ELIZABETH BENNETT  
in the presence of:-

) Elizabeth Bennett  
) Agnes Gendrey-Heaven

Signed as a deed by  
ROWENA JACQUELINE BIRD  
in the presence of:-

) *[Signature]*  
) Agnes Gendrey-Heaven

Signed as a deed by  
PAUL ALEC VINCENT GREEVES  
in the presence of:-

) *[Signature]*  
) Michelle Cere

Signed as a deed by  
EAGLE PLACE TRUSTEES LIMITED  
acting by:

) *[Signature]*  
) Director .....  
) Secretary/Director *[Signature]*

SCHEDULE THREEPower of Attorney

This POWER OF ATTORNEY dated  
made by:

2002 is

FOUNTAINHALL LIMITED a Company registered in Gibraltar having its registered office 50 Town Range, Gibraltar ("the Appointor") in favour of Mark Constantine of 24 Constitution Hill, Poole, Dorset BH14 0QD ("the Attorney")

WHEREBY IT IS DECLARED as follows:-

1. In this Power of Attorney:

"the Intellectual Property"

means:

- (i) the Names, and all goodwill associated therewith owned by the Seller in all parts of the world; and
- (ii) the trade marks, service marks, patents and domain names (including all benefits and all goodwill associated with the foregoing) listed in the Appendix hereto; and
- (iii) all other intellectual property rights, in all parts of the world and for the entire term of such rights (including all other trade or business names, trade marks, patents, designs, service marks, copyrights, designs, logos, confidential information, customer lists and details, databases, know-how and similar rights or property now registered in the name of Constantine & Weir plc or Constantine & Weir Limited or the Appointor or owned by the Appointor; and
- (iv) all rights of action and claims against third parties now or

hereafter arising from the items in paragraphs (i) (ii) and (iii) above;

"the Names"

means "Cosmetics to Go" "Constantine & Weir" and the other trade names listed in the Appendix hereto.

2. The Appointor hereby irrevocably appoints the Attorney to be the attorney of the Appointor in the name of and on behalf of the Appointor to execute all such assignments, applications, transfers or other documents and doing all such acts as the Attorney may from time to time require or consider necessary or desirable for the purpose of:

- 2.1 procuring the assignment or transfer of all the Intellectual Property to the Attorney or as he may direct;
  - 2.2 procuring the registration of the Intellectual Property in any register in any part of the world in the name of the Attorney or otherwise; or
  - 2.3 commencing or defending legal or other proceedings in any part of the world for the defence, protection or enforcement of the Intellectual Property; and
  - 2.4 otherwise giving full effect to the sale of the Intellectual Property under an Agreement relating to the name "Cosmetics To GO" and other intellectual property rights between the Appointor, the Attorney and the Trustees of the Boronia Pension Fund and the preservation and enforcement of the Intellectual Property generally in any part of the world.
3. This Power of Attorney shall be irrevocable.
  4. The Appointor undertakes to ratify whatever the Attorney may lawfully do pursuant to this Power of Attorney.
  5. This Power of Attorney shall be governed by and constructed in accordance with the laws of England.



**APPENDIX****The Intellectual Property****Registrations****1. Patents**

US Patent No 4996006 granted 26 February 1991 (Shampoo Bar) registered in the name of Fountainhall Limited

European Patent No. 0330435 granted 2 February 1994 registered in the name of Constantine & Weir Limited

**2. Trade marks registered in the UK**

Mark	Registration Number	Registration Date	Classes
SCHLAPP	1299182	28.01.1987	3
inasia	1325839	04.11.1987	3
KHUFU	1325840	04.11.1987	3
ISOBAR	1327048	16.11.1987	3
GIGAKU	1338171	11.03.1988	3
COSMETICS TO GO	1348563	28.06.1988	3
BABY REVELS	1350972	14.07.1988	3
MILKY BAR	1350974	14.07.1988	3
BATH BOMB	1350975	14.07.1988	3
Delivery Man Logo	1368765	04.01.1989	3
COSMETICS TO GO	1370926	23.01.1989	3
Stickers & String Device	1473451	14.08.1991	3
BOTANOMANCY	1497172	20.03.1992	3
COSMETICS TO GO GINGER	2020890	18.05.1995	3

**3. Trade Marks registered outside the UK**

Mark	Registration No.	Class	Country
COSMETICS TO GO & Cherub Logo	376086	3 & 5	Switzerland
Delivery Man Logo	371560	3 & 5	Switzerland

Mark	Registration No.	Class	Country
COSMETICS TO GO	367965	3 & 5	Switzerland
Delivery Man Logo	191859	3	New Zealand
COSMETICS TO GO	188701	3	New Zealand
COSMETICS TO GO	124154	3 & 5	Austria
Delivery Man Logo	459493	3, 5 & 42	Benelux
COSMETICS TO GO	542096	3, 5 & 42	Italy
Delivery Man Logo	561171	3, 5 & 42	Italy
Stickers & String Device	2028304	3	Germany
COSMETICS TO GO	1152358	3, 5 & 42	Germany
Delivery Man Logo	1152359	3, 5 & 42	Germany
Delivery Man Logo	A507665	3	Australia
Delivery Man Logo	131539	3	Ireland
COSMETICS TO GO	B129714	3	Ireland
Running Man Logo	T91/009255	3	Singapore
COSMETICS TO GO	T91/00924H	3	Singapore
Delivery Man Logo	2436304	4	Japan

IN WITNESS whereof this Power of Attorney has been given the day and year first before written.

Executed and delivered as a deed                    )  
by FOUNTAINHALL LIMITED                            )  
and signed by:-    )

Director

Director/Secretary

**SCHEDULE FOUR****Names and Addresses of the Trustees of the Boronia Pension Fund**

1. Mark Constantine of 24 Constitution Hill Road, Poole, Dorset, BH14 0QD.
2. Margaret Joan Constantine (address as for Mark Constantine above).
3. Helen Elizabeth Ambrosen of 17 Winterhayes Close, Poole, Dorset, BH17 9HP.
4. Elizabeth Bennett of West Holme Farmhouse, West Holme, Wareham, Dorset, BH20 6AQ.
5. Rowena Jacqueline Bird of 7 Nelson Road, Bournemouth, BH4 9JA.
6. Paul Alec Vincent Greeves of 20 High Way, Broadstone, Dorset, BH18 9NB.
7. Eagle Place Trustees Limited, Lacon House, Theobald's Road, London WC1X 8RW