TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/14/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coty Prestige Lancaster Group GmbH		01/14/2010	BmbH: GERMANY

RECEIVING PARTY DATA

Name:	Coty GmbH
Street Address:	Fort Malakoff Park, Rheinstrasse 4E
City:	Mainz
State/Country:	GERMANY
Entity Type:	GmbH: GERMANY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77598636	EXACT DEFINITION

CH $40.00 77598636

CORRESPONDENCE DATA

Fax Number: (212)479-4375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 479 4512
Email: trademarks@cotyinc.com
Correspondent Name: Joseph Conklin
Address Line 1: 2 Park Avenue
Address Line 2: 17th Floor
Address Line 4: New York, NEW YORK 10016

DOMESTIC REPRESENTATIVE

Name: Joseph Conklin
Address Line 1: 2 Park Avenue
Address Line 2: 17th Floor

Address Line 4:	New York, NEW YORK 10016
NAME OF SUBMITTER:	Joseph Conklin
Signature:	/Joseph conklin/
Date:	06/17/2010

Total Attachments: 7
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Convenience Translation

Annex 3.2
to the Deed of the Notary Jörg Offeney
dated January 14, 2010
Role of Deeds No. 11/2010

Merger Agreement

between

Coty Prestige Lancaster Group GmbH with corporate seat at Mainz, registered with the commercial register of the local court of Mainz under registration no. HRB 6283

- as "**Transferring Entity 2)**" -

and

Coty GmbH with corporate seat at Mainz, registered with the commercial register of the local court of Mainz under registration no. HRB 6297

- as "**Acquiring Entity 2)**" –

Preamble

This merger constitutes the second and final step of a chain of mergers.

§ 1
Involved Entities

1.1 Entities involved in the merger within the meaning of section 5 para. 1 no. 1 German Transformation Act (*UmwG*) are:

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- Coty GmbH with corporate seat at Mainz, registered with the commercial register of the local court of Mainz under registration no. HRB 6297 as Acquiring Entity 2),

- Coty Prestige Lancaster Group GmbH with corporate seat at Mainz, registered with the commercial register of the local court of Mainz under registration no. HRB 6283 as Transferring Entity 2),

1.2 The Acquiring Entity 2) holds all shares in the Transferring Entity 2).

The shares in the Transferring Entity 2) are fully paid in and grant no special rights.

§ 2
Transfer of Assets and Effective Date of Merger

2.1 The Transferring Entity 2) herewith transfers its entire assets with all rights and obligations to the Acquiring Entity 2) without carrying out a liquidation by way of a merger through amalgamation pursuant to sections 2 no. 1, 4 et seqq. in connection with sections 46 et seqq. UmwG.

2.2 The acquisition of the assets of the Transferring Entity 2) by the Acquiring Entity 2) shall become effective in the internal relationship as per the end of June 30, 2009 ("**Balance Sheet Date**"). As of July 1, 2009, 00:00 am ("**Merger Effective Date**") the dealings and actions of the Transferring Entity 2) shall be deemed to be undertaken for the account of the Acquiring Entity 2).

2.3 The effective date for tax purposes is June 30, 2009.

§ 3
Closing Balance Sheet

3.1 The balance sheet of the Transferring Entity 2) as per June 30, 2009 shall be the closing balance sheet underlying the merger pursuant to section 17 para. 2 UmwG.

3.2 The Acquiring Entity 2) applies the acquisition costs of the participation as acquisition costs of the transferred assets as per July 1, 2009. Therefore, in terms of commercial law, neither a

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merger profit nor a merger loss occurs. The parties shall apply for attribution of the book value (*Buchwertverknüpfung*) with the competent tax authority for the Transferring Entity 1) as required by section 11 para. 2 UmwG on or before submitting the closing tax balance sheet.

§ 4
No Consideration

The Acquiring Entity 2) is the sole shareholder of the Transferring Entity 2). An increase of the share capital of the Acquiring Entity 2) and the granting of shares is therefore excluded pursuant to section 54 para. 1 sent. 1 no. 1 UmwG.

Pursuant to section 5 para. 2 UmwG this merger agreement does therefore not have to contain the information pursuant to sections 5 para. 1 cipher 2 to 5, 46 UmwG.

§ 5
Special Rights/Preferential Rights

No special rights within the meaning of section 5 para. 1 no. 7 UmwG are granted and no measures within the meaning of this provision are provided for. Also no special preferences within the meaning of section 5 para. 1 no. 8 UmwG are granted.

§ 6
Consequences of the Merger for the Employees and their Representations

6.1 The merger governed by this agreement is the second and final step of a corporate restructuring of Coty Group. The corporate restructuring concept provides that in a first step, Coty Deutschland GmbH shall be merged as a whole in accordance with this merger agreement into Coty Prestige Lancaster Group GmbH through amalgamation and be dissolved without liquidation. In a second step, the Transferring Entity 2) shall be merged as a whole into the Acquiring Entity 2) in accordance with a merger agreement through amalgamation and be dissolved without liquidation under the condition precedent that the above mentioned merger has been registered. With respect to timing it is intended to achieve the effectiveness of all measures within a narrow time frame, ideally on one day.

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6.2 After registration of the immediately preceding merger of Coty Deutschland GmbH into the Transferring Entity 2), the Transferring Entity 2) presumably has 389 employees and two trainees.

6.3 After registration of the merger of Coty Deutschland GmbH into the Transferring Entity 2), the Transferring Entity 2) has two operational units and a works council has been established for each of them.

6.4 No central works council exists.

6.5 As per December 31, 2009] the Acquiring Entity 2) presumably has 69 employees] and eight trainees. One operational unit exists for which a works council has been established.

6.6 Neither the Transferring Entity 2) nor the Acquiring Entity 2) is a member of an employer's association.

6.7 A group works council exists which represents the Transferring Entity 2) as well as the Acquiring Entity 2).

6.8 As result of the merger, all employees and trainees of the Transferring Entity 2) are automatically transferred by operation of law to the Acquiring Entity 2) as soon as the merger becomes effective by registration with the commercial register of the Acquiring Entity 2) pursuant to section 324 UmwG in connection with section 613a BGB. A transfer of a business undertaking takes place. Thus, the Acquiring Entity 2) enters into the rights and obligations under the employment relations of the transferred employees instead of the Transferring Entity 2). Pursuant to section 613a para. 1 sent. 1 BGB this also applies to regulations in collective bargaining agreements which apply to the employees of the Transferring Entity 2) due to a reference in the individual employment contracts.

6.9 The merger does not result in modifications to the operational structures and the operational organization. Within the scope of the merger no modification to an operational unit which would require negotiations with the works council of the Transferring Entity 2) or the Acquiring Entity 2) is intended.

6.10 Those works agreements applicable to the operational units of the Transferring Entity 2) at the time of the transfer of the business undertaking continue to apply unchanged and as collective

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labor law provisions to this operational units after the merger. The same applies to works agreements concluded with respect to the operational unit of the Acquiring Entity 2).

6.11 The works council members elected for the operational units of the Transferring Entity 2) and the Acquiring Entity 2) remain in office after the transfer of the business undertaking.

6.12 The merger has no effect on the department store committee established at the Transferring Entity 2). The members of the department store committee remain in office after the merger without any changes.

6.13 According to the current case law of the German Federal Labor Court, the employees do not have a right of objection within the meaning of section 613a para. 6 BGB based on the dissolution of the Transferring Entity 2) because of the effectiveness of the merger. The employees may rather terminate their employment relation without notice pursuant to section 626 BGB if they do not want to accept the statutorily provided change of the employer.

6.14 No changes with an impact on codetermination result from the registration of the merger with the commercial register of the Acquiring Entity 2) since the decisive thresholds will not be reached even after the transfer of the business undertaking at the Acquiring Entity 2).

6.15 After the transfer of the business undertaking the Acquiring Entity 2) has three separate operational units and a works council has been established for each of them. Therefore, a central works council shall be established at the Acquiring Entity 2).

6.16 After implementation of the merger, the requirements for the establishment of a group works council will no longer be fulfilled.

6.17 The merger has no impact on the statutory termination protection of the transferred employees of the Transferring Entity 2).

6.18 Terminations because of the transfer of the business undertaking are not intended.

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§ 7

Registration of the prior Merger as Condition Precedent for the Effectiveness/ Requirement of Consent

7.1 This merger agreement shall be concluded under the condition precedent that the merger of Coty Deutschland GmbH with corporate seat at Mainz, registered with the commercial register of the local court of Mainz under registration no. HRB 4489 as transferring entity into Coty Prestige Lancaster Group GmbH as acquiring entity has been registered with the commercial register of Coty Prestige Lancaster Group GmbH and has thereby become effective.

7.2 In order to become effective, this merger agreement requires the consent of the Transferring Entity 2) and the Acquiring Entity 2).

§ 8

No Cash Compensation

A compensation offer to the shareholders of the Transferring Entity 2) by the Acquiring Entity 2) pursuant to section 29 UmwG does not apply since the Acquiring Entity 2) holds all shares in the Transferring Entity 2).

§ 9

Costs and Taxes

9.1 The Acquiring Entity 2) shall bear the notary costs and court fees resulting from this merger agreement and its implementation as well as possibly accruing transfer taxes.

9.2 Should the merger not become effective, the Transferring Entity 2) and the Acquiring Entity 2) shall bear the costs of the notarization and its implementation one half each, further costs shall be borne by each party itself.

§ 10

No Real Property

The involved entities do not own real property.

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§ 11
Severability Clause

If one provision of this agreement should be or become invalid or should this agreement not contain a necessary provision, the validity of the remaining provisions shall not be affected thereby. The parties undertake to agree on such valid provision instead of the invalid, inexecutable or missing provision, which corresponds to the extent possible to the economic purpose of the invalid or inexecutable provision.