

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coty Germany GmbH	FORMERLY Coty Deutschland GmbH	02/19/2010	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	Coty Germany GmbH		
Street Address:	Fort Malakoff Park, Rheinstrasse 4E		
City:	Mainz		
State/Country:	GERMANY		
Postal Code:	55116		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3787982	RIMMEL LONDON	
Registration Number:	3019608	BEAT BY RIMMEL	
CORRESPONDENCE DATA			
Fax Number:	(212)479-4375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-479-4521		
Email:	trademarks@cotyinc.com		
Correspondent Name:	Joseph Conklin		
Address Line 1:	2 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	RIMMEL ASSIGNMENTS		
DOMESTIC REPRESENTATIVE			
Name:	Joseph Conklin		
Address Line 1:	2 Park Avenue		

CH \$65.00 3787982

900187322

**TRADEMARK
 REEL: 004504 FRAME: 0139**

Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:

Joseph Conklin

Signature:

/Joseph Conklin/

Date:

03/24/2011

Total Attachments: 27

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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:

- 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

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.

- 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

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.

§ 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.

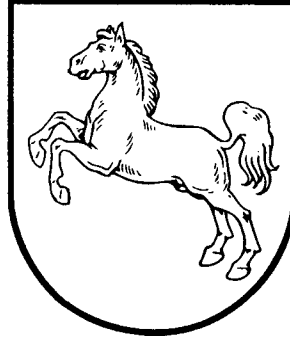
§ 11
Severability Clause

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.

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satz oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
1	a) <u>Coty GmbH</u> b) Mainz c) <u>Der Erwerb und die Verwaltung von Beteiligungen an Industrieunternehmen sowie die Leitung von Unternehmen, die sich befassen mit der Herstellung, der Entwicklung und dem Vertrieb von kosmetischen Erzeugnissen.</u>	25.615.750,00 EUR	a) Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer gemeinsam mit einem Prokuristen vertreten. b) <u>Geschäftsführer:</u> <u>Beetz, Bernd, Ashford, Kent (England), *08.08.1950</u> <u>Geschäftsführer:</u> <u>Fishoff, Michael, Southport, Connecticut 06490 (USA), *28.02.1952</u>	<u>Gesamtprokura gemeinsam mit einem Geschäftsführer oder einem anderen Prokuristen</u> <u>Klapper, Heike, Zornheim</u> <u>Baumgartner, Guido, Mainz</u> <u>Cravens, Robert Alexander, Paris, *26.07.1957</u> <u>Meißner-Moritz, Ute, Eschborn, *08.10.1958</u> <u>Ford, Stephen D., New York, *13.09.1948</u> <u>Neumann, Peter, Wiesbaden, *15.02.1956</u> <u>Köhler, Katrin, Mainz, *08.03.1970</u> <u>Breitmann, Eric, New York (USA), *20.12.1970</u> <u>Woerle, Stephan, Mainz, *09.02.1961</u>	a) Gesellschaft mit beschränkter Haftung Gesellschaftsvertrag vom 08.10.1986 zuletzt geändert am 09.05.2001 b) Durch Beschluss der Gesellschafter Versammlung vom 21. Februar 2000 und durch Beschluss der Gesellschafterversammlung der Firma Coty Export Service GmbH in Mainz vom gleichen Tag sind die beiden Gesellschaften auf Grund des Verschmelzungsvertrages vom 21. Februar 2000 durch Übertragung des Vermögens der Coty Export Service GmbH als Ganzes auf die übernehmende Coty GmbH gemäß §§ 2 Nr. 1, 46 und 54 UmwG verschmolzen. Die Firma Coty "Far East" GmbH mit dem Sitz in Mainz (AG Mainz HRB 6531) ist aufgrund des Verschmelzungsvertrages vom 5. September 2001 und den Zustimmungsbeschlüssen der beteiligten Rechtsträger vom 5. September 2001 auf die Gesellschaft durch Übertragung ihres Vermögens als Ganzes mit der Gesellschaft verschmolzen. Die im Handelsregister des Amtsgerichts Mainz unter HRB 6288 eingetragene "Rimmel Chicago Cosmetic GmbH" mit dem Sitz in Mainz (Übertragender Rechtsträger) ist unter Auflösung ohne Abwicklung aufgrund des Verschmelzungsvertrages vom 05.09.2001 in Verbindung mit den Zustimmungsbeschlüssen der Gesellschafterversammlungen der beteiligten Rechtsträger vom 05.09.2001 im Wege der Aufnahme durch Übertragung ihres Vermögens auf die Gesellschaft verschmolzen.	a) 05.10.2005 Gebel b) Tag der ersten Eintragung: 08.08.1997 bei dem AG Mainz bisher: AG Ludwigshafen HRB 3267 Dieses Blatt ist zur Fortführung auf EDV umgeschrieben worden und dabei an die Stelle des bisherigen Registerblattes getreten. Freigegeben am 05.10.2005. Gesellschaftsvertrag Blatt 256-259 Sonderband
2				<u>Prokura erloschen:</u> <u>Meißner-Moritz, Ute, Eschborn, *08.10.1958</u>		a) 18.11.2005 Zimmer b) Bl. 365-368 Sdbd.
3				<u>Gesamtprokura gemeinsam mit einem Geschäftsführer oder einem anderen Prokuristen:</u>		a) 25.02.2008 Zimmer

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigta und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
				Kaufman, Jules, New York, *29.01.1958 <u>Prokura erloschen:</u> Ford, Stephen D., New York, *13.09.1946		b) Fall 6
4			b) <u>Nicht mehr Geschäftsführer:</u> Beetz, Bernd, Ashford, Kent (England), *08.08.1950 <u>Bestellt als Geschäftsführer:</u> Woerle, Stephan, Mainz, *09.02.1961	<u>Prokura erloschen:</u> Woerle, Stephan, Mainz, *09.02.1961		a) 30.04.2008 Zimmer b) Fall 7
5				Gesamitprokura gemeinsam mit einem Geschäftsführer oder einem anderen Prokuristen: Jasie, Elishava M., Teaneck/USA, *05.03.1978 Conklin, Joseph, Huntington/USA, *26.08.1964 <u>Prokura erloschen:</u> Crevens, Robert Alexander, Paris, *26.07.1957		a) 18.07.2008 Zimmer b) Fall 8
6	b) <u>Geschäftsanschrift:</u> Rheinstraße 4E, 55116 Mainz		b) <u>Nicht mehr Geschäftsführer:</u> Fishoff, Michael, Southport, Connecticut 06490 (USA), *28.02.1952 <u>Bestellt als Geschäftsführer:</u> Shaefer, Peter, Ashford, Kent/England, *09.01.1962			a) 29.01.2009 Zimmer b) Fall 9
7	b) Eingetragen von Amts wegen: <u>Geschäftsanschrift:</u> Rheinstraße 4 E, 55116 Mainz			Gesamitprokura gemeinsam mit einem Geschäftsführer oder einem anderen Prokuristen: Lievens, Nicolas, Paris (Frankreich), *05.03.1973		a) 07.10.2009 Zimmer b) Fall 10
8	a) Coty Germany GmbH c)				a) Die Gesellschafterversammlung vom 14.01.2010 hat eine Änderung des Gesellschaftsvertrages in § 1 (Firma, Sitz, Dauer) und § 2 (Gegenstand des Unternehmens)	a) 03.02.2010 Zimmer

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satz oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
	Der Erwerb und die Verwaltung von Beteiligungen an Industrieunternehmen sowie die Leitung von Unternehmen, die sich befassen mit der Herstellung, der Entwicklung und dem Vertrieb von kosmetischen Erzeugnissen. Ferner ist Gegenstand des Unternehmens die Herstellung und der Vertrieb von Parfümerie-, Kosmetik- und Körperpflegeerzeugnissen aller Art, der dazugehörigen Ausstattungs- und Verpackungsartikel sowie der Handel mit derartigen Erzeugnissen.				beschlossen. Die Firma ist geändert. Der Gegenstand des Unternehmens ist geändert. b) Die Gesellschaft ist als übernehmender Rechtsträger nach Maßgabe des Verschmelzungsvertrages vom 14.01.2010 sowie der Zustimmungsbeschlüsse ihrer Gesellschafterversammlung vom 14.01.2010 und der Gesellschafterversammlung des übertragenden Rechtsträgers vom 14.01.2010 mit der COTY PRESTIGE LANCASTER GROUP GMBH mit Sitz in Mainz (Amtsgericht Mainz, HRB 6283) verschmolzen (Verschmelzung durch Aufnahme).	b) Fall 11
9			b) Bestellt als Geschäftsführer: Seifarth, Steffen, Frankfurt am Main, *14.06.1968 Bestellt als Geschäftsführer: Firtus, Rüdiger Karl Georg, Bad Soden am Taunus, *10.09.1958 Bestellt als Geschäftsführer: Nitschke, Nicole, Wiesbaden, *19.02.1964 Bestellt als Geschäftsführer: Dr. Lubig, Joachim, Frankfurt am Main, *29.12.1964 Bestellt als Geschäftsführer: Schütz, Marc, Bodenheim, *30.05.1964	Gesamtprokura gemeinsam mit einem Geschäftsführer oder einem anderen Prokuristen: Schrsiner, Ralph, Höchstberg, *19.02.1957 Tschepke, Norman, Mainz, *20.03.1964		a) 18.02.2010 Zimmer b) Fall 12
10			b) <u>Nicht mehr</u> Geschäftsführer: <u>Shaefer, Peter, Ashford, Kent/England,</u> *09.01.1962	Gesamtprokura gemeinsam mit einem Geschäftsführer oder einem anderen Prokuristen: Dr. Weißgraeber, Hans-Jürgen, Wiesbaden, *18.02.1947 <u>Prokura erloschen:</u> Klapper, Heike, Zornheim		a) 19.02.2010 Zimmer b) Fall 13



Negotiated

in Hannover on January 14, 2010

Before me, the undersigned Notary Public

Jörg Offeney

with seat at Hannover

appeared today:

1. Ms. Cornelia Reinhold, date of birth July 9, 1976, business address Georgstraße 52, 30159 Hannover,

not acting in her own name but in her capacity as representative with sole power of representation of

- a) **Coty Deutschland GmbH** with registered office at Mainz and registered with the commercial register of the local court of Mainz under registration no. HRB 4489,

- hereinafter also referred to as "**Transferring Entity 1**)"-

- b) **Coty GmbH** with registered office at Mainz and registered with the commercial register of the local court of Mainz under registration no. HRB 6297,

- hereinafter also referred to as "**Acquiring Entity 2**)",

"Transferring Entity 3)"
and **"Dominating Company"** respectively –

and

2. Ms. Nadine Mayer, date of birth October 31, 1985, business address Georgstraße 52, 30159 Hannover,

not acting in her own name but in her capacity as representative with sole power of representation of

a) **Coty Prestige Lancaster Group GmbH** with registered office at Mainz and registered with the commercial register of the local court of Mainz under registration no. HRB 6283

- hereinafter also referred to as **"Acquiring Entity 1)"**
and **"Transferring Entity 2)"** respectively -

b) **Coty Inc.** with address in New York, United States of America

The persons appearing are personally known to the Notary, They proved their power of representation in each case by presenting original powers of attorney, certified copies of which are attached to this deed as **Set of Annexes 1**.

The acting Notary inspected the respective commercial registers on January 14, 2010 in order to verify the power of representation of those persons who have granted power of attorney on behalf of domestic companies and herewith certifies the registration of the specified power of representation pursuant to section 21 Federal Notary Code (Bundesnotarordnung).

The power of representation of the person who granted power of attorney on behalf of Coty Inc. was proved by the certificate of the company secretary and a respective notarial certificate.

Being asked by the Notary, the appearing persons answered the question with respect to the prohibition against prior dealings within the meaning of section 3 para. 1 no. 7 Notarization Act (*Beurkundungsgesetz*) excluding the notarization by the Notary in the negative.

Acting as aforesaid, the appearing persons requested notarization of the following corporate measures:

A. General Preliminary Remarks

With the corporate measures combined in this deed, the Coty Group in Germany shall be newly structured within the scope of a chain of mergers.

In a first step, Coty Deutschland GmbH shall be merged into Coty Prestige Lancaster Group GmbH (see **section B** of this deed).

Under the condition precedent that the merger described in section B has been registered with the commercial register at the corporate seat of Coty Prestige Lancaster Group GmbH, this entity shall in an immediately following second step be merged into Coty GmbH (see **section C** of this deed). The business name of Coty GmbH shall then be changed to Coty Germany GmbH.

The sole shareholder of Coty GmbH is Coty Inc. Coty GmbH itself holds all shares in Coty Prestige Lancaster Group GmbH. Coty Prestige Lancaster Group GmbH is the sole shareholder of Coty Deutschland GmbH.

B. Merger of Coty Deutschland GmbH into Coty Prestige Lancaster Group GmbH

1. Preliminary Remarks

- 1.1 The Transferring Entity 1) is registered with the commercial register of the local court of Mainz under registration no. HRB 4489 with a share capital of EUR 3,067,800.00. According to the list of shareholders of the Transferring Entity 1) which does not contain any objection and has been attached to this deed in the **Set of Annexes 2**, the Acquiring Entity 1), which is registered with the commercial register of the local court of Mainz under registration no. HRB 6283, is the sole shareholder of the afore-mentioned company.
- 1.2 The contributions with respect to the shares have been paid in in full. The Acquiring Entity 1) has no special rights.
- 1.3 The assets of the Transferring Entity 1) shall be transferred to the Acquiring Entity 1) by way of a merger through amalgamation and dissolution without liquidation (sections 2 cipher 1, 4 et seq., 46 et seqq. German Transformation Act (UmwG)).
- 1.4 The submission of a merger report (section 8 para. 1 UmwG), the audit of the merger (section 9 para. 1 UmwG) as well as the submission of an audit report (section 12 para. 1 UmwG) are not required for the intended merger since all shares in the Transferring Entity 1) are held by the Acquiring Entity 1). For this reason a capital increase of the Acquiring Entity 1) is excluded

pursuant to section 54 para.1 no. 1 UmwG so that in accordance with section 5 para . 2 UmwG no information pursuant to section 5 para.1 ciphers 2 - 5 UmwG is required in the merger agreement and the specification requirement pursuant to section 46 UmwG does not apply in the absence of an exchange. Since the Transferring Entity 1) holds all shares in the Acquiring Entity 1,) no cash compensation offer pursuant to section 29 para. 1 sent. 2 UmwG is required although the articles of association of the Transferring Entity 1) contain a restraint on disposal.

2. Merger Agreement

The Transferring Entity 1) and the Acquiring Entity 1) herewith conclude the merger agreement which is attached to this deed as **Annex 3.1**.

3. Extraordinary Shareholders' Meeting of the Acquiring Entity 1)

Waving all formalities and notice periods provided by law and the articles of association for the convocation and holding of a shareholders' meeting, including sections 47, 49 UmwG (convocation of the shareholders' meeting and announcement of the merger as subject of a resolution), the appearing person at 1., acting on behalf of Coty GmbH, herewith holds an

extraordinary shareholders' meeting
of the Acquiring Entity 1)

and unanimously resolves the following:

- 3.1 The shareholders' meeting herewith grants its consent to the merger agreement concluded pursuant to section B cipher 2 of this deed between the Acquiring Entity 1) and the Transferring Entity 1) (**Annex 3.1**) and the regulations contained therein.
- 3.2 No further resolutions shall be passed. The shareholders' meeting is herewith closed.

4. Extraordinary Shareholders' Meeting of the Transferring Entity 1)

Waving all formalities and notice periods provided by law and the articles of association for the convocation and holding of a shareholders' meeting, including sections 47, 49 UmwG (convocation of the shareholders' meeting and announcement of the merger as subject of a resolution), the appearing

person at 2., acting on behalf of Coty Prestige Lancaster Group as sole shareholder of the Transferring Entity 1), herewith holds an

extraordinary shareholders' meeting
of the Transferring Entity 1)

and unanimously resolves the following:

- 4.1 The shareholders' meeting herewith grants its consent to the merger agreement concluded pursuant to section B cipher 2 of this deed between the Acquiring Entity 1) and the Transferring Entity 1) (**Annex 3.1**) and the regulations contained therein.
- 4.2 No further resolutions shall be passed. The shareholders' meeting is herewith closed.

5. Waiver Declarations

After respective instruction by the notarizing Notary, the appearing person at 1., acting on behalf of Coty GmbH as the sole shareholder of the Acquiring Company 1), and the appearing person at 2., acting for Coty Prestige Lancaster Group GmbH as the sole shareholder of the Transferring Entity 1), waived,

- 5.1 the right to file a legal action against the validity of the resolutions passed under section B cipher 3.1 and 4.1 pursuant to section 16 para. 2 sent. 2 clause 2 UmwG as well as
- 5.2 a merger audit within the meaning of section 48 sent. 1 UmwG by way of precaution.

6. Real Property

The Transferring Entity 1) does not have any real property.

7. Costs and Taxes

- 7.1 Costs and accruing taxes connected with the implementation of this section B of the deed shall be borne by the Acquiring Entity 1).
- 7.2 Should the merger not become effective, the Acquiring Entity 1) and the Transferring Entity 1) shall each bear one half of the costs of implementation of this section B of the deed.

**C. Merger of
Coty Prestige Lancaster Group GmbH into Coty GmbH**

1. Preliminary Remarks

- 1.1 The Transferring Entity 2) is registered with the commercial register of the local court of Mainz under registration no. HRB 6283 with a share capital of EUR 82,829,300.00. According to the list of shareholders of the Transferring Entity 2) which does not contain any objection, the Acquiring Entity 2) which is registered with the commercial register of the local court of Mainz under registration no. HRB 6297 is the sole shareholder of the afore-mentioned company.
- 1.2 The contributions to be made with respect to the shares have been paid in full. The Acquiring Entity 2) has no special rights.
- 1.3 The assets of the Transferring Entity 2) shall be merged into the Acquiring Entity 1) by way of merger through amalgamation and dissolution without liquidation (sections 2 cipher 1, 4 et seq., 46 et seqq. UmwG).
- 1.4 The merger agreement shall be concluded under the condition precedent that the merger dealt with under section B of this deed has been registered with the commercial register of the Acquiring Entity 1).
- 1.5 The submission of a merger report (section 8 para. 1 UmwG), the audit of the merger (section 9 para. 1 UmwG) as well as the submission of an audit report (section 12 para. 1 UmwG) are not required for the intended merger since all shares in the Transferring Entity 2) are held by the Acquiring Entity 2). For this reason a capital increase of the Acquiring Entity 2) is excluded pursuant to section 54 para. 1 no. 1 UmwG so that in accordance with section 5 para. 2 UmwG no information pursuant to section 5 para. 1 ciphers 2 - 5 UmwG is required in the merger agreement and the specification requirement pursuant to section 46 UmwG does not apply in the absence of an exchange. Since the Acquiring Entity 2) holds all shares in the Transferring Entity 2) no offer of a cash compensation pursuant to section 29 para. 1 sent. 2 UmwG is required although section 7 of the articles of association of the Transferring Entity 2) contains a restraint on disposal.

2. Merger Agreement

The Transferring Entity 2) and the Acquiring Entity 2) herewith conclude the merger agreement which is attached to this deed as **Annex 3.2**.

3. Extraordinary Shareholders' Meeting of the Acquiring Entity 2)

Waiving all formalities and notice periods provided by law and the articles of association for the convocation and holding of a shareholders' meeting, including sections 47, 49 UmwG (convocation of the shareholders' meeting and announcement of the merger as subject of a resolution), the appearing person at 2., acting on behalf of Coty Inc., herewith holds an

extraordinary shareholders' meeting
of the Acquiring Entity 2)

and unanimously resolves the following:

3.1 The shareholders' meeting herewith grants its consent to the merger agreement concluded between the Acquiring Entity 2) and the Transferring Entity 2) pursuant to section C cipher 2 of this deed (**Annex 3.2**) and the regulations contained therein – in particular the condition precedent that the merger described under section B has been registered with the commercial register of the Acquiring Entity 1).

3.2 Since the operative business divisions Prestige and Beauty will be added upon registration of the merger, the object of the company shall be extended respectively. Section 2 para. 1 of the articles of association of the Acquiring Entity 2) shall therefore be amended as follows:

“(1) The object of the company is the acquisition and the holding of participations in industrial enterprises and the management of companies which are engaged in the production, development and distribution of cosmetic products. The object of the company is also the production and the distribution of perfume, cosmetic and personal hygiene products, corresponding equipment and packaging articles as well as the trade in such products.”

3.3 The business name of the Acquiring Entity 2) shall be changed to “Coty Germany GmbH”. Section 1 para. 1 of the articles of association of the Acquiring Entity 2) shall therefore be amended as follows:

“(1) The company is a Limited Liability Company with the business name

Coty Germany GmbH”

The managing directors of the Acquiring Entity 2) are instructed to file the amendments to the articles of association not before the merger of the Acquiring Entity 2) and the Transferring Entity 2) has been registered with the commercial register of the Acquiring Entity 2).

3.4 No further resolutions shall be passed. The shareholders' meeting is herewith closed.

4. Extraordinary Shareholders' Meeting of the Transferring Entity 2)

Waiving all formalities and notice periods provided by law and the articles of association for the convocation and holding of a shareholders' meeting, including sections 47, 49 UmwG (convocation of the shareholders' meeting and announcement of the merger as subject of a resolution), the appearing person at 1., acting on behalf of Coty GmbH as sole shareholder of the Transferring Entity 2), herewith holds an

extraordinary shareholders' meeting of the
Transferring Entity 2)

and unanimously resolves the following:

4.1 The shareholders' meeting herewith grants its consent to the merger agreement concluded between the Acquiring Entity 2) and the Transferring Entity 2) pursuant to section C cipher 2 of this deed (**Annex 3.2**) and the regulations contained therein – in particular the condition precedent that the merger described under section B has been registered with the commercial register of the Acquiring Entity 1).

4.2 No further resolutions shall be passed. The shareholders' meeting is herewith closed.

5. Waiver Declarations

After respective instruction by the notarizing Notary, the appearing person at 1., acting on behalf of Coty GmbH as the sole shareholder of the Transferring Entity 2), and the appearing person at 2., acting for Coty inc. as the sole shareholder of the Acquiring Entity 2), waived

5.1 the right to file a legal action against the validity of the resolutions under section C cipher 3.1 and 4.1 pursuant to section 16 para. 2 sent. 2 clause 2 UmwG as well as

5.2 a merger audit within the meaning of section 48 sent. 1 UmwG by way of precaution.

6. Real Property

The Transferring Entity 2) does not have any real property.

7. Costs and Taxes

7.1 The Acquiring Entity 2) shall bear the costs and accruing taxes connected with the implementation of this section C of the deed.

7.2 Should the merger not become effective, the Acquiring Entity 2) and the Transferring Entity 2) shall each bear one half of the costs of the implementation of this section C of the deed.

D. Instruction to the Notary to file the updated Lists of Shareholders

The notary Jörg Offeney is entrusted with filing the following updated list of shareholders:

- amended list of shareholders of Coty Services and Logistics GmbH with corporate seat at Mainz, registered with the commercial register of the local court of Mainz under registration no. HRB 6513, whose previous sole shareholder Coty Prestige Lancaster Group GmbH is merged into Coty GmbH by the merger described under section C together with the notarial certificate pursuant to section 40 para. 2 Limited Liability Companies Act (GmbHG);

G. Power of Attorney

The notary Jörg Offeney and the notary assistants

Cornelia Reinhold,
Nadine Meyer,
Jennet Link,

(**“Representatives“**), all with business address at Georgstraße 52, 30159 Hannover are herewith authorized, each of them separately and individually, to make any and all declarations in connection with this deed, its annexes and its implementation, file applications and make, receive and withdraw applications as well as to pass further resolutions.

The Representatives are also authorized to supplement or amend any missing or incorrect declarations on behalf of the appearing persons to achieve the legal and economic purpose envisaged by the parties.

The power of attorney shall be governed by German law and authorize to grant sub-power of attorney with the same scope.

H. Advices and Instructions

The notary instructed the persons appearing that upon registration of the mergers with the commercial register of the respective acquiring entity

- the assets of the respective transferring entity including its liabilities are transferred to the respective acquiring entity by operation of law;
- the respective transferring entity ceases to exist;
- defects of the mergers do not affect the effect of the registrations;
- the respective acquiring entities have to provide security to the creditors of the entities involved in the mergers under the conditions set forth in section 22 para. 1 UmwG.

Furthermore, the notary instructed the appearing persons that the respective merger will only become effective upon being registered with the commercial register of the respective acquiring entity and that this registration may only be affected as soon as the mergers have been registered with the commercial register of the respective transferring entity.

The notary also pointed out that he has not advised the parties with respect to tax law questions.

This deed together with **Annexes 3.1 to 3.2** was read aloud to the appearing persons, approved by them and personally signed by them and the acting notary as follows:

Convenience Translation

Annex 3.1

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

Merger Agreement

between

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 1)"-

and

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 "Acquiring Entity 1)" –

Preamble

This merger constitutes the first of two steps 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:

- 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 Acquiring Entity 1),
 - 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 1),
- 1.2 The Acquiring Entity 1) holds all shares in the Transferring Entity 1).

The shares in the Transferring Entity 1) are fully paid in and grant no special rights.

§ 2

Transfer of Assets and Effective Date of Merger

- 2.1 The Transferring Entity 1) herewith transfers its entire assets with all rights and obligations to the Acquiring Entity 1) 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 1) by the Acquiring Entity 1) 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 1) shall be deemed to be undertaken for the account of the Acquiring Entity 1).
- 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 1) 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 1) 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 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 1) is the sole shareholder of the Transferring Entity 1). An increase of the share capital of the Acquiring Entity 1) 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 first of two steps of a corporate restructuring of Coty Group. The other merger shall be carried out immediately after this merger has become effective by way of a so called chain of mergers. The corporate restructuring concept provides that in a first step the Transferring Entity 1) shall be merged as a whole in accordance with this merger agreement into the Acquiring Entity 1) through amalgamation and be dissolved without liquidation. In a second step, the Acquiring Entity 1) shall be merged as a whole into Coty GmbH 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.

- 6.2 As per December 31, 2009 the Transferring Entity 1) presumably has 128 employees and one trainee. An operational unit exists for which a works council has been established. Furthermore, an economic committee exists. The Transferring Entity 1) is a member of the Employers' Association Chemical Industry Rhineland-Palatinate (Arbeitgeberverband Chemie Rheinland-Pfalz e.V.) which has concluded collective bargaining agreements with the Industrial Union Mining, Chemical Industry, Energy (Industriegewerkschaft Bergbau, Chemie, Energie, IG BCE).
- 6.3 As per December 31, 2009 the Acquiring Entity 1) presumably has 261 employees and one trainee. One operational unit exists for which a works council has been established. The Acquiring Entity 1) is not a member of an employers' association.
- 6.4 A group works council exists which represents the Transferring Entity 1) as well as the Acquiring Entity 1).
- 6.5 As result of the merger, all employees and trainees of the Transferring Entity 1) are automatically transferred by operation of law to the Acquiring Entity 1) as soon as the merger becomes effective by registration with the commercial register of the Acquiring Entity 1) pursuant to section 324 UmwG in connection with section 613a para. 1 BGB. A transfer of a business undertaking takes place. Thus, the Acquiring Entity 1) enters into the rights and obligations under the employment relations of the transferred employees instead of the Transferring Entity 1).
- 6.6 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 1) or the Acquiring Entity 1) is intended.
- 6.7 Those works agreements applicable to the operational unit of the Transferring Entity 1) prior to the transfer of the business undertaking continue to apply unchanged and as collective labor law provisions to this operational unit after the merger. The same applies to works agreements concluded with respect to the operational unit of the Acquiring Entity 1).

- 6.8 Each of the works council members elected for the operational units of the Transferring Entity 1) and the Acquiring Entity 1) remain in office after the transfer of the business undertaking.
- 6.9 The positions of the economic committee members of the Transferring Entity 1) expire at the date of the registration of the merger with the commercial register of the Acquiring Entity 1).
- 6.10 Regulations in collective bargaining agreements which apply to the individual agreements of the employees of the Transferring Entity 1) due to a reference in the respective employment agreement are transferred pursuant to section 613a para. 1 sent. 1 BGB to the Acquiring Entity 1).
- 6.11 Regulations in collective bargaining agreements which apply to the employees of the Transferring Entity 1) due to corresponding collective bargaining coverage, become part of the employment relation of the transferred employees which are bound by collective agreements and may not be changed to the detriment of the employees prior to expiration of one year after the transfer of the business undertaking.
- 6.12 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 1) 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.
- 6.13 After the transfer of the business undertaking a central works council would need to be established by way of an individual measure. With respect to the immediately following further corporate restructuring measures described in cipher 1 of this provision and the prompt dissolution of the Acquiring Entity 1) resulting therefrom, the establishment of a central works council is ruled out. After registration of the immediately successive additional merger of the Acquiring Entity 1) into Coty GmbH as described under cipher 6.1, a central works council shall be established for Coty GmbH.
- 6.14 The merger governed by this agreement shall have no effect on the existence of the group works council. However, after implementation of the entire corporate restructuring steps described in cipher 6.1, the requirements for the establishment of a group works council will no longer be fulfilled.

- 6.15 No changes with an impact on codetermination result from the registration of the merger with the commercial register of the Acquiring Entity 1) since the thresholds decisive in this respect will not be reached. Nothing else follows from the immediately successive additional merger of the Acquiring Entity 1) into Coty GmbH.
- 6.16 The merger has no impact on the statutory termination protection of the transferred employees of the Transferring Entity 1).
- 6.17 Terminations because of the transfer of the business undertaking are not intended.

§ 7

Effective Date/Requirement of Consent

In order to become effective, this merger agreement requires the consent of the shareholders' meetings of the Transferring Entity 1) and the Acquiring Entity 1).

§ 8

No cash compensation

A compensation offer to the shareholders of the Transferring Entity 1) by the Acquiring Entity 1) pursuant to section 29 UmwG is not required since the Acquiring Entity 1) holds all shares in the Transferring Entity 1).

§ 9

Costs and Taxes

- 9.1 The Acquiring Entity 1 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 1) and the Acquiring Entity 1) 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.

§ 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.