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 GmbH	FORMERLY Coty Prestige Lancaster Group GmbH	01/14/2010	GmbH: GERMANY

RECEIVING PARTY DATA

Name:	Coty Germany GmbGH
Street Address:	Fort Malakoff Park, Rheinstrasse 4E
City:	Mainz
State/Country:	GERMANY
Postal Code:	55116
Entity Type:	GmbH: GERMANY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78943988	TRULY PINK

CORRESPONDENCE DATA

Fax Number: (212)479-4375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 479 4515
Email: trademarks@cotyinc.com
Correspondent Name: Elisheva Jasie
Address Line 1: 2 Park Avenue
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	VERA WANG

DOMESTIC REPRESENTATIVE

Name: Elisheva Jasie
Address Line 1: 2 Park Avenue
Address Line 4: New York, NEW YORK 10016

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NAME OF SUBMITTER:	Elisheva Jasie
Signature:	/e/
Date:	06/08/2011

Total Attachments: 10
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Role of Deeds No. 11/2010

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 commerical 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)**",

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"**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 seqq., 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 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 seqq., 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"

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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: