

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spa Capital LLC		02/28/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	The Procter & Gamble Company		
Street Address:	One Procter & Gamble Plaza		
Internal Address:	GO C-2 Box 11		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2345961	COLOROLOGY	
CORRESPONDENCE DATA			
Fax Number:	(513)983-1992		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-983-9540		
Email:	donoghue.km@pg.com		
Correspondent Name:	Kathy Donoghue		
Address Line 1:	One Procter & Gamble Plaza		
Address Line 2:	GO C-2 Box 11		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	79203		
NAME OF SUBMITTER:	Kathy Donoghue		
Signature:	/kdonoghue/		

CH \$40.00 2345961

Date:

03/02/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of this 28th day of February, 2006, from Spa Capital, LLC. with a principal place of business at 3780 Fourteenth Avenue, Suite 106, Markham, Ontario, L3R 9Y5, Canada ("Assignor"), to The Procter & Gamble Company with a principal place of business at One Procter & Gamble Plaza, Cincinnati, Ohio 45202 ("Assignee").

WHEREAS, Assignor has adopted and is the owner of the trademark shown on Schedule A attached hereto, and made a part hereof (the "Trademark"); and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such Trademark, including, but not limited to, the goodwill symbolized thereby, and Assignor desires to assign such Trademark, and goodwill to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to the Trademark, and the goodwill of the business symbolized thereby and in and to any corresponding foreign trademark rights in the mark COLOROLOGY. This assignment includes all statutory and/or common law rights and/or foreign trademark rights for such Trademark, and any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks, including the right to receive all proceeds and damages therefrom. This Assignment includes all rights to obtain registrations and/or renewals of registration or other legal protections pertaining to the Trademark.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 28th day of February, 2006.

ASSIGNOR: SPA CAPITAL, LLC

Signature: Brian Luborsky

Printed Name: Brian A. Luborsky

PROVIDE State of ONTARIO, CANADA
: SS
County of REG. M. N. OF YORK

On this 28th day of February, 2006 before me appeared, Brian A. Luborsky, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his own behalf.

[Signature]
Signature of Notary Public

SCHEDULE A

TRADEMARK

MARK	SERIAL NO.	REGISTRATION NO.	FILING DATE	REGISTRATION DATE	STATUS
COLOROLOGY	75/370,548	2,345,961	October 9, 1997	April 25, 2000	Registered