

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lander Intangibles Corporation		10/10/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Helen of Troy Limited
<b>Street Address:</b>	13 8th Avenue, Belleville
<b>Internal Address:</b>	P.O. Box 836E
<b>City:</b>	St. Michael
<b>State/Country:</b>	BARBADOS
<b>Postal Code:</b>	0
<b>Entity Type:</b>	CORPORATION: BARBADOS

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1360024	OGILVIE
Registration Number:	2830156	OGILVIE
Registration Number:	1166031	PRECISELY RIGHT
Registration Number:	1523120	WHISPER WAVE

**CORRESPONDENCE DATA**

Fax Number: (915)225-8081  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 9152258040  
 Email: wbass@hotus.com  
 Correspondent Name: William J Bass  
 Address Line 1: 1 Helen of Troy Plaza  
 Address Line 4: El Paso, TEXAS 79912

**DOMESTIC REPRESENTATIVE**

CH \$115.00 1360024

Name: William J Bass  
Address Line 1: 1 Helen of Troy Plaza  
Address Line 4: El Paso, TEXAS 79912

NAME OF SUBMITTER:	William J Bass
Signature:	/WJB/
Date:	10/20/2008

Total Attachments: 4  
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source=Ogilvie CAUS trademarks assignment#page3.tif  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of October 10, 2008 (the "Assignment") between Lander Intangibles Corporation, a Delaware corporation with a business address of 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (the "Assignor") and Helen of Troy Limited, a Barbados international business company with a business address of 13 Eighth Avenue, Belleville, St. Michael, Barbados (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trade dress that are used in connection with the OGILVIE brand, including, but not limited to the registered trademarks listed in Schedule A as well as any common law trademarks or trade dress (collectively, the "Marks");

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest in and to the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

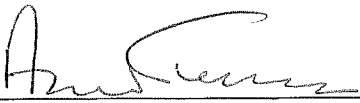
1. Assignment. Assignor is the owner of all right, title and interest in and to the Marks. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with any goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect or record Assignee's ownership of or title to the Marks or to clear any encumbrances with respect to the Marks.
4. Authorization. Assignor authorizes and requests any official throughout the United States, Canada, and the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Marks.
5. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

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6. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.
  
7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of New York exclusive of the application of conflict of laws principles, except that federal law where applicable, shall be the governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

LANDER INTANGIBLES CORPORATION, Assignor

By:  \_\_\_\_\_

Name: Andrew W. Sheldrick

Title: General Counsel & Secretary

IN WITNESS WHEREOF, Assignee has duly executed this Trademark Assignment as of the first date written above.

HELEN OF TROY LIMITED, Assignee

By:  \_\_\_\_\_

Name: Gerald J. Rubin, Chairman

Title: CEO & President

ACKNOWLEDGMENT AND NOTARY

United States of America  
State of New Jersey )  
                                          )ss:  
County of Mercer        )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2008, by Andrew W. Sheldrick, the duly appointed and acting General Counsel and Secretary of Lander Intangibles Corporation, the corporation described in and which executed the within instrument.

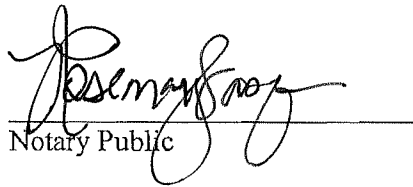


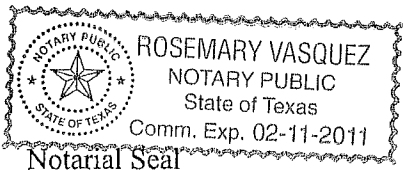
TINA M. DEFELICE  
Notary Public ~~NOTARY PUBLIC NEW JERSEY~~  
Commission Expires 11/17/2011

Notarial Seal

United States of America  
State of Texas            )  
                                          )ss:  
County of El Paso        )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2008, by Gerald J. Rubin, the duly elected and acting Chairman, CEO & President of Helen of Troy Limited, the company described in and which executed the within instrument.

  
Notary Public

  
Notarial Seal

**SCHEDULE A**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>COUNTRY</b>
OGILVIE (typed drawing)	1,360,024	United States
OGILVIE Logo	2,830,156	United States
PRECISELY RIGHT	1,166,031	United States
WHISPER WAVE	1,523,120	United States
OGILVIE	TMA482700	Canada

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