

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		12/27/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Lypsyl Holdings Limited
Street Address:	Oak Walk
Internal Address:	St. Peter
City:	Jersey, Channel Islands
State/Country:	UNITED KINGDOM
Postal Code:	JE3 7EF
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0021085	"LYPSYL"

CORRESPONDENCE DATA

Fax Number: 9374496405  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 937-449-6400  
 Email: sherrie.hilty@dinsmore.com  
 Correspondent Name: Kimberly Gambrel, Dinsmore & Shohl LLP  
 Address Line 1: One South Main Street, Suite 1300  
 Address Line 2: Fifth Third Center  
 Address Line 4: Dayton, OHIO 45402

ATTORNEY DOCKET NUMBER:	LOU0063G5/37908.69
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DOMESTIC REPRESENTATIVE

Name: Kimberly Gambrel, Dinsmore & Shohl LLP

Address Line 1: One South Main Street, Suite 1300  
Address Line 2: Fifth Third Center  
Address Line 4: Dayton, OHIO 45402

NAME OF SUBMITTER:	Kimberly Gambrel
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Signature:	/Kimberly Gambrel/
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Date:	12/04/2012
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Total Attachments: 9  
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# Deed of Release

Barclays Bank PLC

as Lender

and

Lornamead Acquisitions Limited

as Original Borrower on behalf of itself and on behalf  
of the Obligors in its capacity as Obligors' Agent

27 December 2006

THIS DEED OF RELEASE is made on 27 December 2006

**BETWEEN:**

- (1) **Barclays Bank PLC**, registered in England and Wales as company number 1026167 and having its registered office at 1 Churchill Place, London E14 5HP, (the "Lender"); and
- (2) **Lornamead Acquisitions Limited**, a company incorporated in England and Wales with registered number 05279065 and having its registered office at Sabre House, London Road, Camberley, Surrey GU15 3HL, acting in its capacities as Original Borrower on behalf of itself and on behalf of the Obligors in its capacity as the Obligors' Agent (the "**Original Borrower**").

**RECITALS**

- (A) Certain companies listed in schedule 1 hereto and certain individuals listed in schedule 1 hereto (together the "**Chargors**") and the Lender are parties to a facility agreement originally dated 10 January 2005 between, amongst others, the Original Borrower and the Lender (in each case, as such term is defined therein) (such document as amended, restated and supplemented from time to time) (the "**Facility Agreement**").
- (B) By the Security Documents, including but not limited to those set out in schedule 1, in each case as may have been amended or supplemented from time to time (the "**Relevant Security Documents**"), the Chargors granted Security Interests over certain of their assets and undertaking to the Lender in each case, for the payment and discharge of all monies, obligations and liabilities thereby covenanted to be paid or secured thereby (together the "**Liabilities**").
- (C) The Lender has agreed to discharge and release all the Security Interests created by the Relevant Security Documents with effect from the date of this deed ("**Effective Time**").

**THE PARTIES AGREE AS FOLLOWS:**

**1. RELEASE OF CHARGES**

- 1.1 With effect from the Effective Time, the Lender hereby unconditionally and irrevocably:
  - (a) releases and discharges all of the Security Interests constituted by the Relevant Security Documents; and
  - (b) releases and discharges all undertakings, guarantees, liabilities and obligations whether actual or contingent and whether past, present or future incurred or owing pursuant to the Facility Agreement, the Intercreditor Deed or any Relevant Security Document.
- 1.2 The Lender hereby releases to the Chargors the property that is the subject of any Security Interest pursuant to the Relevant Security Documents to hold the same free

and discharged from the Security Interests created pursuant to the Relevant Security Documents.

- 1.3 The Chargors and their counsel are hereby authorised and directed, without further notice, to file this instrument and any other lien releases or releases of any other Security Interests under the Relevant Security Documents and mortgage releases, deeds of satisfaction and other releases that are necessary to release all liens and other Security Interests under the Relevant Security Documents in any applicable jurisdiction which the Chargors have granted to the Lender, without the signature of the Lender, to the extent permitted by law.
- 1.4 The Chargors and their counsel are hereby authorised and directed, without further notice, to deliver a copy of this deed to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other person to evidence the termination and release of all Security Interests and liens which the Chargors have granted to the Lender under the Relevant Security Documents, and thereafter any contract, agreement, control, blocked account or deposit account agreement, bailee or warehousemen agreement, landlord or collateral access agreement, non-disturbance, tenant estoppel agreement, commitment to deliver insurance certificates and proceeds and the like executed by any such party in favour of the Lender (or any sub-agent or nominee of the Lender) in connection with the transactions contemplated by the Facility Agreement shall be automatically terminated, without further action of or consent by the Lender.

## 2. RE-ASSIGNMENT

- 2.1 With effect from the Effective Time, the Lender hereby re-assigns and re-conveys to the Chargors all assets and property of the Chargors which were assigned and/or conveyed to the Lender by way of security pursuant to the terms of the Relevant Security Documents and the Chargors accept such re-assignment and re-conveyance.
- 2.2 The Lender agrees and undertakes to deliver promptly after the Effective Time to the Original Borrower at the Original Borrower's expense (such delivery to the Original Borrower being in full satisfaction of the Lender's obligations under this clause 2.2) all documents of title, documents for the transfer of title and other documents (if any) presently held by the Lender (or, in relation to any such documents held by any sub-agent or nominee of the Lender, to use its best endeavours to procure the delivery thereof) in relation to the assets secured pursuant to the Relevant Security Documents.
- 2.3 The Lender will, at the reasonable request and at the expense of the Original Borrower, give notice of the reassignment referred to in clause 2.1 to such persons as the Original Borrower may reasonably specify.

## 3. ACKNOWLEDGEMENT AND NON-ENFORCEMENT

- 3.1 The Lender undertakes with effect from the Effective Time:
  - (a) not to enforce or exercise any right to enforce any Relevant Security Document; and

- (b) to use its best endeavours to procure that any sub-agent or nominee of the Lender does not enforce or exercise any right to enforce any Relevant Security Document to which it is a party.

4. **COSTS**

The Original Borrower shall promptly pay to the Lender on demand all charges, costs and expenses (including legal fees and disbursements and any value added tax or other similar tax thereon) reasonably incurred by the Lender in connection with the releases given by this deed, and the perfection thereof, and the preparation, negotiation and execution of this deed.

5. **FURTHER ASSURANCE**

The Lender hereby agrees promptly upon request of the Original Borrower and at the reasonable cost of the Original Borrower, to take any action which may be necessary to release the Security Interests constituted by the Relevant Security Documents (or any of them) and to use its best endeavours to procure the same from any sub-agent or nominee of the Lender under any Relevant Security Document over any of the assets of the Chargors or to re-assign or re-convey any asset of any Chargor (or to use its best endeavours to procure that its sub-agent or nominee re-assigns or re-conveys such assets) including, in each case and without limitation, the execution of any local law deed of release or equivalent document or any other document. The Lender will also, upon the reasonable request of the Original Borrower and at the cost of the Original Borrower, promptly take any further action which may be necessary to perfect any release of any Security Interest under any Relevant Security Document, including in connection with any filing at any registry in any applicable jurisdiction.

6. **MISCELLANEOUS**

- 6.1 Unless otherwise defined herein, terms defined in the Facility Agreement shall have the same meaning when used in this deed.
- 6.2 This deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- 6.3 This deed is governed by and shall be construed in accordance with English law.

**IN WITNESS** whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

Company/Individual	Security Document	Date of Security Document
Bharat Kumar Jatania, (know as Danny Jatania), Mitesh Devshi Jatania, (know as Mike Jatania)	Shares charge	11.01.2005
CD Brand Holdings Limited	Pledge over shares in Lornamead GmbH.	10.01.2005
Christy Cosmetics Limited	Debenture	23.12.2003
	Security Agreement	11.01.2005
Edinburgh Holdings Limited	Shares charge	21.12.2000
	First supplemental shares charge	21.12.2000
	Deed of assignment	22.06.2001
	Supplemental Deed of Assignment	12.03.2004
Kuan Limited (Dormant)	Debenture	23.12.2003
	Security agreement	11.01.2005
Law 2397 Limited	Debenture	23.12.2003
	Deed of Assignment	16.06.2004
	Security Agreement	11.01.2005

<b>Lornamead Acquisitions Limited</b>	Share charge	11.01.2005
	Security agreement	11.01.2005
	Supplemental security agreement	29.07.2005
	Supplemental security agreement	06.10.2005
	Supplemental security agreement	14.08.2006
<b>Lornamead Brand Management Limited</b>	Security agreement	11.01.2005
<b>Lornamead GmbH</b>	Assignment of receivables	11.01.2005
<b>Lornamead Home &amp; Personal Care Limited</b>	Debenture	21.12.2000
	First Supplemental Debenture	21.12.2001
	Shares charge	24.10.2003
	Shares charge	11.01.2005
	Security agreement	11.01.2005
<b>Lornamead UK Limited (formerly known as Network Management Limited)</b>	Debenture	23.12.2003
<b>Lypstyl Holdings Limited</b>	Debenture	24.10.2003
	Deed of Assignment	16.06.2004
<b>Natural White ((UK) Limited</b>	Security agreement	28.07.2006
	Deed of Assignment	16.06.2004

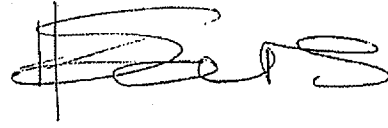


	Security agreement	11.01.2005
	Supplemental security agreemetrn	14.08.2006
<b>Plainfield Special Situations Master Fund Limited</b>	Share Mortgage	09.10.2006
<b>Rathbone Trustees Jersey Limited</b>	Share charge	11.01.2005
<b>Rotherham Holdings Limited</b>	Shares Charge	23.12.2003
	Security agreement	11.01.2005

Signatories to Deed of Release

The Lender

Executed as a deed by )  
BARCLAYS BANK PLC )  
acting by its duly authorised attorney; )  
in the presence of )



Witness signature: *[Handwritten signature]*

Witness name: *Sophia Uann*

Witness address: *1 Chancery Place London E14 5HP*

Witness occupation: *Solicitor*

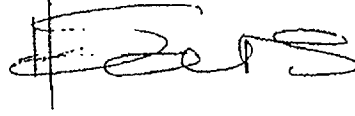
The Original Borrower


Executed as a deed by )  
LORNAMEAD ACQUISITIONS LIMITED )  
acting by: )

Signatories to Deed of Release

The Lender

Executed as a deed by  
BARCLAYS BANK PLC  
Acting by its duly authorised attorney

)  
)  
) 

in the presence of  
Witness signature: 

Witness name: Sophia Uann

Witness address: 1 Churchhill Place London E14 5HP

Witness occupation: Solicitor

The Original Borrower

Executed as a deed by  
LORNAMEAD ACQUISITIONS LIMITED  
acting by:

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