### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/18/2008

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Novel Fragrances, Inc.		08/05/2009	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	BeautyBank Inc.	
Street Address:	767 Fifth Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10153	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77526045	FLIRTY

## CORRESPONDENCE DATA

Fax Number: (212)277-2355

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: uspto@estee.com
Correspondent Name: Rita M. Odin
Address Line 1: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	FLIRTY ASSIGNMENT
NAME OF SUBMITTER:	Rita M. Odin
Signature:	/RMO/
Date:	08/05/2009

TRADEMARK REEL: 004038 FRAME: 0309

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TRADEMARK REEL: 004038 FRAME: 0310

<u>ASSIGNMENT</u>

This Assignment, effective nunc pro tune as and from the 18th day of July, 2008,

from Novel Fragrances, Inc., a Delaware Corporation with offices located at PO Box

6670, New York, NY 10150 (hereinafter the "ASSIGNOR") to BeautyBank Inc., a

Delaware Corporation with offices located at 767 Fifth Avenue, New York, NY 10153

(hereinafter "ASSIGNEE");

WITNESSETH THAT:

WHEREAS, the ASSIGNOR was, as of July 18, 2008, the owner of all right, title

and interest in and to U.S. Trademark Application Serial No. 77/526,045 for the mark

FLIRTY (the "Trademark") and in and to the goodwill of the business relating thereto:

WHEREAS, the ASSIGNEE, as a related company and a successor in interest to

ASSIGNOR, acquired all right, title and interest in the Trademark, together with the

goodwill of the business associated with the Trademark nunc pro tune as of July 18, 2008

for good and valuable consideration; and

WHEREAS, the parties desire to ratify said assignment:

NOW THEREFORE, for good and valuable consideration, receipt of which is

hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its

successors and assigns, absolutely and forever, its entire right, title and interest, whether

statutory or at common law, throughout the world, in and to the Trademark, together with

the goodwill of the business symbolized by the Trademark, all causes of action for

previously occurring infringements of the rights being assigned and the right to receive

and retain the proceeds relating to those infringements, and all of Assignor's other rights

and interests in the Trademark.

TRADEMARK

REEL: 004038 FRAME: 0311

IN WITNESS WHEREOF, the ASSIGNOR has hereunto executed this instrument this  $\frac{5m}{20}$  day of  $\frac{100}{200}$ .

NOVEL FRAGRANCES, INC.

By:

**RECORDED: 08/05/2009** 

Donna Ruggiero

**Assistant Secretary** 

TRADEMARK REEL: 004038 FRAME: 0312