

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
J.A. Cosmetics, Corp.		12/20/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	J.A. Cosmetics US, Inc.		
Street Address:	10 West 33rd Street, Suite 802		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3106703	E.L.F.	
Registration Number:	3181500	E·L·F· EYES·LIPS·FACE	
Registration Number:	3764481	SUGAR KISS	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	JONES DAY		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	505234-685001		
NAME OF SUBMITTER:	Nancy A. Zoubek		

CH \$90.00 3106703

Signature:	/Nancy A Zoubek/
Date:	12/28/2010
Total Attachments: 8 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif	

ASSIGNMENT OF MARKS AND COPYRIGHTS

This Assignment of Marks and Copyrights (this "Assignment") is made and entered into on this 20th day of December, 2010, by J.A. Cosmetics, Corp., a New Jersey corporation with an address at 10 West 33rd Street, Suite 802, New York, New York 10001, United States of America ("Assignor") and J.A. Cosmetics US, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, including any and all trademark registrations and applications for the same, identified in Schedule 1 and all common law rights in same, including all of the goodwill associated therewith (collectively, the "Marks");

WHEREAS, Assignor is the owner of all right, title and interest in and to the works, including any and all copyright registrations and applications for the same, identified in Schedule 2 and all common law rights in same (collectively, the "Copyrights");

WHEREAS, Assignee desires to acquire all rights to the Marks and the Copyrights throughout the world and the registrations and applications for same; and

WHEREAS, Assignor and Assignee, among others, have entered into an Contribution and Asset Purchase Agreement, dated as of December 20, 2010 (together with any amendments thereto, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets (as defined in the Purchase Agreement).

AGREEMENT

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

1. Assignment. Assignor hereby sells, assigns and transfers over to Assignee Assignor's entire right, title and interest in and to the Marks and the Copyrights throughout the world, including all of the goodwill associated with the Marks, the same to be held by Assignee, its successors, assigns and other legal representatives.
2. Further Actions. Assignor and Assignee, at another party's request and without further consideration, shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable laws, including obtaining any necessary consents or approvals from, or making any necessary filings with, any domestic or foreign regulatory agencies, and execute, acknowledge and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment.


3. Successors and Assigns. All of the terms and conditions hereof shall be for and inure to the benefit of and shall bind the respective parties hereto and their successors and assigns.
4. Subject to Purchase Agreement. This Assignment is subject to the terms and conditions of the Purchase Agreement.
5. Captions. The captions in this Assignment are inserted for convenience of reference only and shall not be considered in construing and enforcing this Assignment.
6. Amendment. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto. No supplement, alteration or modification of this Assignment shall be binding unless executed in writing by the parties hereto.
7. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile counterpart of this Assignment shall be sufficient to bind a party hereto to the same extent as an original.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles of conflicts of laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

ASSIGNOR:

J.A. Cosmetics, Corp., a New Jersey corporation

By: 

Alan Shamah
President

ASSIGNEE:

J.A. Cosmetics US, Inc., a Delaware corporation

By: _____
John M. Kenney
President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

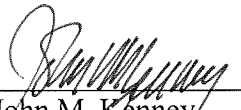
ASSIGNOR:

J.A. Cosmetics, Corp., a New Jersey corporation

By: _____
Alan Shamah
President

ASSIGNEE:

J.A. Cosmetics US, Inc., a Delaware corporation

By:  _____
John M. Kenney
President and Chief Executive Officer

SCHEDULE 1

MARKS

[See attached.]

**J.A. COSMETICS, CORP.
GLOBAL TRADEMARK PORTFOLIO**

Country	Mark	Our Ref.	Class(es)	App Number	App Date	Reg. Number	Reg. Date	Status
United States	E.L.F.	44171/0005	03, 18, 21	78/664,823	06-Jul-2005	3,106,703	20-Jun-2006	Registered
	E.L.F. EYES LIPS FACE	44171/0003	03	78/291,835	25-Aug-2003	3,181,500	05-Dec-2006	Registered
	SUGAR KISS	44/171/0008	03, 08	77/584,559	02-Oct-2008	3,764,481	23-Mar-2010	Registered
Australia	E.L.F. EYES LIPS FACE	44171/0009	03	1277772	17-Dec-2008	1277772	31-Jul-2009	Registered
Canada	E.L.F. EYES LIPS FACE	44171/0010	N/A	1422030	16-Dec-2008			Published
China (People's Republic)	E.L.F. PROFESSIONAL	44171/0011	21	4861904	29-Aug-2005	4861904	21-Jul-2009	Registered
	ELF EYESLIPFACE	44171/0012	03	4861905	29-Aug-2005			Pending
	ELF EYES LIPS FACE STYLIZED	44171/0024	03	7360632	29-Apr-2009			Pending
Colombia	ELF Stylized	n/a	03	8375256	09-Jun 2010			Pending
	E.L.F. PROFESSIONAL STYLIZED	44717/0028	03	09-82545	10-Aug-2009			Pending
European Union	E.L.F. EYES LIPS FACE	44171/0013	03, 08, 21	007479785	19-Dec-2008	007479785	29-Jul-2009	Registered
India	E.L.F. EYES LIPS FACE	44171/0014	03	1765133	18-Dec-2008			Pending
Malaysia	E.L.F. EYES LIPS FACE	44171/0015	03	08024852	18-Dec-2008			Pending
Mexico	E.L.F. EYES LIPS FACE	44171/0016	03	981795	19-Dec-2008	1089534	12-Mar-2009	Registered
New Zealand	E.L.F. EYES LIPS FACE	44171/0017	03	800756	19-Dec-2008	800756	25-Jun-2009	Registered

TRADEMARK

REEL: 004441 FRAME: 0908

Country	Mark	Our Ref.	Class(es)	App Number	App Date	Reg. Number	Reg. Date	Status
Philippines	E.L.F. EYES LIPS FACE	44171/0018	03	04-2009- 000089	05-Jan-2009			Pending
	ELF EYES LIPS FACE STYLIZED	44171/0027	09, 14, 25	04-2009- 002786	18-Mar-2009			Pending
	ELF EYES LIPS FACE STYLIZED	44171/0026	03	04-2007- 007728	20-July-2007	42007007728	20-July-2007	Registered
Singapore	E.L.F. EYES LIPS FACE	44171/0019	03	T08/17810E	19-Dec-2008	T08/17810E	05-May-2009	Registered

TRADEMARK
REEL: 004441 FRAME: 0909

SCHEDULE 2

COPYRIGHTS

Assignor has unregistered copyrights on all its packaging and packaging inserts of which there are 555 different product packages.

Assignor uses the following websites:

1. eyeslipsface.com
2. elfcosmetics.com