

## 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
L'Oreal USA, Inc.		01/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	L'Oreal USA Creative, Inc.		
Street Address:	575 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85809635	NAKED FLUSHED	
Serial Number:	85809642	NAKED SKIN URBAN DECAY	
Serial Number:	85809655	NAKED BASICS URBAN DECAY	
CORRESPONDENCE DATA			
Fax Number:	2129845082		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-984-4177		
Email:	lgigliotti@us.loreal.com		
Correspondent Name:	Lisa M. Gigliotti		
Address Line 1:	575 Fifth Avenue, Floor 34		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Lisa M. Gigliotti		
Signature:	/Lisa M. Gigliotti/		

Date:

06/21/2013

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and executed effective as of January 1, 2013, by L'Oréal USA, Inc. ("Assignor"), a Delaware corporation, in favor of L'Oréal USA Creative, Inc. ("Assignee"), a Delaware corporation.

WHEREAS, Assignor is the owner of the trademarks, corresponding trademark applications and associated goodwill listed on Exhibit A attached hereto (collectively, the "Trademarks");

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Trademarks. In connection with the acquisition of the business of Urban Decay Cosmetics LLC, Assignor hereby assigns to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Trademarks, including without limitation, all common law rights relating thereto and all registrations and applications therefor, together with all goodwill associated with, corresponding to, symbolized by and embodied in the Trademarks, and including the right to commence an action and recover for past, present and future infringement of Trademarks.

2. Recordation of Assignment. Assignor will cooperate with Assignee to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Assignee, including without limitation, the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of January 1, 2013.

### ASSIGNOR

L'ORÉAL USA, INC.

By: 

Name: Roger Dolden

Title: Executive Vice President, Business Development and External Financial Relations

Sworn to and subscribed before me  
this 20<sup>th</sup> day of June, 2013

  
Notary Public

My Commission Expires: August 8, 2015

GERTRUDE LUCY TAYLOR

NOTARY PUBLIC, STATE OF NEW YORK

Qualified in Queens County

Lic. #01TA6246206

My Commission Expires Aug. 8, 2015

TRADEMARK

REEL: 005053 FRAME: 0514

**EXHIBIT A**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
<b>NAKED FLUSHED</b>	<b>85/809635</b>	<b>December 21, 2012</b>
<b>NAKED SKIN URBAN DECAY (stylized)</b>	<b>85/809642</b>	<b>December 21, 2012</b>
<b>NAKED URBAN DECAY BASICS (stylized)</b>	<b>85/809655</b>	<b>December 21, 2012</b>