

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METIER TRIBECA, LLC		05/30/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Maison de Beaute, LLC		
Street Address:	18145 Long Lake Drive		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33496		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3603131	METIER	
Registration Number:	3378396	LE METIER DE BEAUTE	
Registration Number:	3643173	METIER	
Serial Number:	85802729	METIER	
Registration Number:	4080526	PEAU VIERGE	
CORRESPONDENCE DATA			
Fax Number:	7032436410		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7032436333		
Email:	docketing@mwzb.com, cohen@mwzb.com, mandell@mwzb.com		
Correspondent Name:	Jeffrey R. Cohen		
Address Line 1:	2200 Clarendon Blvd., Ste 1400		
Address Line 4:	Arlington, VIRGINIA 22201		
ATTORNEY DOCKET NUMBER:	RBLANCH--0100-X		
NAME OF SUBMITTER:	Jeffrey R. Cohen		
SIGNATURE:	/jrc/		
DATE SIGNED:	06/20/2014		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of May 30, 2014, is made by Kenneth P. Silverman, Esq., as chapter 11 operating trustee ("Seller") of the bankruptcy estate of Metier Tribeca, LLC d/b/a Le Métier de Beauté, a New York limited liability company (the "Debtor"), with its principal offices located at 24 West 40th Street, 10th Floor, New York, NY 10018, in favor of Maison de Beaute, LLC, a Delaware limited liability company, with its principal offices located at 18145 Long Lake Drive, Boca Raton, Florida 33496 ("Purchaser"),

WHEREAS, Seller and Dimaco, LLC ("Dimaco"), a Delaware limited liability company, entered into that certain Asset Purchase Agreement, dated as of March 31, 2014, pursuant to which Seller agreed to sell to Dimaco, and Dimaco agreed to purchase from Seller, the assets of Debtor subject to the terms and conditions set forth therein (the "Asset Purchase Agreement");

WHEREAS, in accordance with the terms of the Asset Purchase Agreement, Dimaco assigned its rights and delegated its obligations under the Asset Purchase Agreement to the Purchaser, and Purchaser assumed Dimaco's rights and obligations under the Asset Purchase Agreement pursuant to that certain Assignment and Assumption Agreement, dated as of the date hereof; and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks for those registered Assigned Trademarks as well as the portion of the business to which the pending Metier Assigned Trademark pertains:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, and agreements relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

**Kenneth P. Silverman, Esq., as Chapter
11 Operating Trustee of the Bankruptcy
Estate
of Métier Tribeca, LLC d/b/a Le Métier
de Beauté**



Kenneth P. Silverman, solely in his capacity
as the Chapter 11 Operating Trustee of the
Bankruptcy Estate of Métier Tribeca, LLC
d/b/a Le Métier de Beauté

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**TRADEMARK
REEL: 005306 FRAME: 0982**

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Word Mark METIER
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77155963
Filing Date April 13, 2007
Registration Number 3603131
Registration Date April 7, 2009

Word Mark LE METIER DE BEAUTE
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77225377
Filing Date July 9, 2007
Registration Number 3378396
Registration Date February 5, 2008

Word Mark METIER
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77621739
Filing Date November 25, 2008
Registration Number 3643173
Registration Date June 23, 2009

Word Mark METIER
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 85802729
Filing Date December 14, 2012

Word Mark	PEAU VIERGE
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77851063
Filing Date	October 16, 2009
Registration Number	4080526
Registration Date	January 3, 2012