

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shipman Associates, Inc.		01/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NYX, Los Angeles Inc.		
Street Address:	2230 S. Tubeway Avenue		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3419369	TWO TIMER	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Patchen Haggerty, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	112599-4000.0054.US002		
NAME OF SUBMITTER:	Patchen M. Haggerty		
SIGNATURE:	/Patchen M. Haggerty/		
DATE SIGNED:	02/05/2015		
Total Attachments: 2			
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OP \$40.00 3419369

TRADEMARK ASSIGNMENT

This Trademark Assignment is from Shipman Associates, Inc., a Delaware Corporation, with a place of business at 2184 Sutter Street #303, San Francisco, California 94115 ("Shipman"), to NYX, Los Angeles Inc., a Delaware Corporation, with a place of business at 2230 S. Tubeway Avenue, Commerce, California 90040 ("NYX").

WHEREAS, Shipman represents that it is the sole and exclusive owner of all rights, title and interest in and to the trademark TWO TIMER, used on and in connection with cosmetics and mascara, including without limitation the goodwill associated therewith, all common law rights therein, and United States Trademark Registration No. 3,419,369 for said mark (the "Mark"); and

WHEREAS, NYX wishes to acquire from Shipman, and Shipman wishes to assign to NYX, all of Shipman's rights, title and interest in and to the Mark, including without limitation the goodwill represented thereby and U.S. Registration No. 3,419,369.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Shipman, the parties intending to be legally bound, agree as follows:

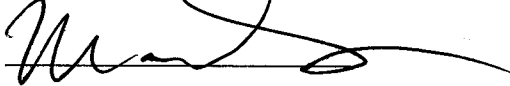
1. The WHEREAS clauses set forth above are incorporated and made substantive provisions of this Trademark Assignment.
2. Shipman absolutely and irrevocably assigns to NYX, and its successors and assigns, all of its rights, title and interest in and to the Mark, including without limitation all common law rights in said Mark, the goodwill of the business symbolized by said Mark, United States Trademark Registration No. 3,419,369, and the right to commence an action and recover for past, present and future infringements of the Mark.
3. Shipman represents and warrants that:

- (a) No claim has been asserted against it that use of the Mark does or may violate the rights of any third person and, to the best of Shipman's knowledge, there are no claims that the Mark infringes the trademark rights of others in the United States;
- (b) Neither Shipman nor any company with which it is affiliated has encumbered the Mark or made the Mark the subject of any liens, charges and encumbrances, other than the assignment created by this Trademark Assignment;
- (c) Shipman has the unqualified right to enter into this Trademark Assignment; and
- (d) Shipman waives all present and future claims against NYX, its parent company, subsidiaries, affiliates, licensees, indemnitees, agents, successors and assigns regarding ownership and/or use of the Mark.

IN WITNESS WHEREOF, Shipman has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the date listed below.

SHIPMAN ASSOCIATES, INC.

Dated: January 31, 2015

By: Marissa Shipman
Name: 
Title: CEO