

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

07/01/2015
 900329751

ETAS ID: TM346631

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Trademark Assignment previously recorded on Reel 005523 Frame 0542. Assignor(s) hereby confirms the Maurice Rasgon, an individual (U.S.) to Cosmetic Design Group, LLC (California).
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr. Maurice Rasgon		05/22/2015	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Cosmetic Design Group, LLC
Street Address:	5673 Selmaraine Drive
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90230
Entity Type:	LIMITED LIABILITY COMPANY: <i>DELAWARE</i>

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	86120598	AQUA SHIELD
Registration Number:	3514383	24 HR POWER
Registration Number:	3392755	B VAIN COSMETICS
Registration Number:	3392752	B VAIN COSMETICS
Serial Number:	85068573	BELLA NAILS
Registration Number:	4275678	BRIDGE THE RIDGE
Serial Number:	86120633	COLOR FACTORY
Serial Number:	86506195	COLOR N' PEEL
Registration Number:	3438294	COLORLASH
Registration Number:	2944488	FLAT PENCIL
Registration Number:	4275677	GROWTH SPURT
Serial Number:	85656182	HAIR DARE
Registration Number:	3696267	HIDEAWAY
Registration Number:	3506448	HIP STICK
Serial Number:	86503609	IDESIGN
Registration Number:	4275719	IN A HURRY

OP \$840.00 86120598

Property Type	Number	Word Mark
Registration Number:	2926620	INK POTS
Serial Number:	86388788	INSTUDIO COSMETICS
Registration Number:	3312299	LINE & SEAL 24
Registration Number:	3773602	LIQUID METALS
Registration Number:	3787758	LUNA BRONZER/BLUSH
Registration Number:	4360134	MANICURE EXTENDER
Registration Number:	3635747	MINERAL THERAPY
Registration Number:	3768403	NANO LINER
Serial Number:	85656210	NITE-LIGHTS NINA INTERNATIONAL
Registration Number:	2730540	PENCIL FACTORY
Registration Number:	3418850	PLASTIQUE
Registration Number:	4288492	REAL COLORS
Registration Number:	1733908	S SALON SCIENCES
Registration Number:	2654829	STYLI-STYLE
Serial Number:	86120625	THE COLOR FACTORY
Registration Number:	2034442	ULTRA PRO
Registration Number:	4360135	YELLOW STOPPER

CORRESPONDENCE DATA

Fax Number: 3107740046

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.

Phone: 4247810988

Email: daphneblaw@gmail.com

Correspondent Name: Law Offices of Daphne Sheridan Bass

Address Line 1: www.sheridanbasslaw.com

Address Line 4: Santa Monica, CALIFORNIA 90403

NAME OF SUBMITTER:	Daphne Sheridan Bass
SIGNATURE:	/daphne sheridan bass/
DATE SIGNED:	07/01/2015

Total Attachments: 15
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.205/26/2015
900325700

ETAS ID: TM342438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maurice Rasgon		05/22/2015	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Cosmetic Design Group, LLC
Street Address:	5673 Selmaraine Drive
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90230
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

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Serial Number:	85068573	BELLA NAILS
Registration Number:	4275678	BRIDGE THE RIDGE
Serial Number:	86120633	COLOR FACTORY
Serial Number:	86506195	COLOR N' PEEL
Registration Number:	3438294	COLORLASH
Registration Number:	2944488	FLAT PENCIL
Registration Number:	4275677	GROWTH SPURT
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Registration Number:	3506448	HIP STICK
Serial Number:	86503609	IDESIGN
Registration Number:	4275719	IN A HURRY
Registration Number:	2926620	INK POTS
Serial Number:	86388788	INSTUDIO COSMETICS
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Property Type	Number	Word Mark
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Registration Number:	4360134	MANICURE EXTENDER
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Registration Number:	3418850	PLASTIQUE
Registration Number:	4288492	REAL COLORS
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Registration Number:	2654829	STYLI-STYLE
Serial Number:	86120625	THE COLOR FACTORY
Registration Number:	2034442	ULTRA PRO
Registration Number:	4360135	YELLOW STOPPER

CORRESPONDENCE DATA

Fax Number: 8167531536
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.
Phone: 8167531000
Email: uspt@polsinelli.com
Correspondent Name: Joy Willard
Address Line 1: 900 W. 48th Place, Suite 900
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	080347-484377
NAME OF SUBMITTER:	Ajay Sharma
SIGNATURE:	/Ajay Sharma/
DATE SIGNED:	05/26/2015

Total Attachments: 14
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EXECUTION VERSION

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of May 22, 2015 (the "Effective Date"), is entered into by and between Maurice Rasgon ("Assignor"), in his individual capacity and as shareholder of Styli-Style, Inc., a California s-corporation ("Style"), and as the trustee of Maurice Rasgon Trust, the sole shareholder of Maurice Rasgon, Incorporated (d/b/a Cosmetic Design Group), a California s-corporation ("CDG" and, together with Style, the "Sellers"), and Cosmetic Design Group, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement, dated as of the Effective Date (the "Contribution Agreement"), by and among the Sellers, Assignor, Assignee and the other parties specified therein, pursuant to which the Sellers shall sell, transfer, assign, convey and deliver to Assignee substantially all of the assets of the Sellers used in connection with the Business;

WHEREAS, Assignor is the owner of the Assigned Trademark(s) (as defined below), which Assigned Trademarks are used in connection with the Business;

WHEREAS, ASSIGNEE IS A SUCCESSOR TO THE BUSINESS OF ASSIGNOR

WHEREAS, as of the Effective Date, the Sellers have conveyed, transferred and assigned to Assignee, certain intellectual property owned and/or used by the Sellers;

*TO WHICH THE ASSIGNED MARKS PERTAIN
M-L/6/25/15*

WHEREAS, it is a condition to the Contribution Agreement that Assignor execute and deliver this Trademark Assignment, for recording with Governmental Authorities including, but not limited to, the US Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, capitalized terms used but not defined herein shall have the meaning given to them in the Contribution Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (collectively, the "Assigned Trademarks"), together with the goodwill of the Business connected with the use of, and symbolized by, the Assigned Trademarks:

AND TOGETHER WITH THE BUSINESS TO WHICH THE ASSIGNED MARKS PERTAIN.

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

*AND ADDENDUM
M-L/6/25/15*

(b) all rights of any kind whatsoever of Assignor 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 Action. Assignor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee or Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, power of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in two or more counterparts, and it is not necessary that signatures of all parties appear on the same counterpart, but such counterparts together will constitute a single binding agreement between and among all signatories hereto. Delivery of an executed counterpart of this Trademark Assignment by facsimile, e-mail or other electronic transmission reproducing a party's signature will be equally as effective as delivery of an original executed counterpart of this Trademark Assignment and such reproduction will be admissible into evidence in any proceeding as though the same were an original.


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 shall be construed and governed in accordance with the internal laws of the State of California without regard to the principles of conflicting laws. Any action to enforce, or which arises out of or relates in any way to, any of the provisions of this Trademark Assignment shall be brought and prosecuted solely in the California state courts or the Federal district courts located in Los Angeles, California.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above.

COSMETIC DESIGN GROUP, LLC

By: CDG Holdings, LLC, as Manager

By: 
Jeffrey P. Schaffer, as Manager

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On _____, 2015, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Notary Seal:

[Signature Page to Trademark Assignment]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

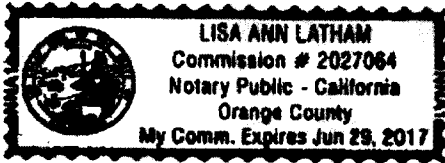
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)
On MAY 26, 2015 before me, LISA ANN LATHAM, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared JEFFREY P. SCHAFER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: TRADEMARK ASSIGNMENT Document Date: MAY 22, 2015
Number of Pages: 13 Signer(s) Other Than Named Above: MAUKILE RASGOD

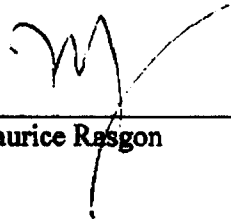
Capacity(ies) Claimed by Signer(s)

Signer's Name: JEFFREY P. SCHAFER
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator

Other: MAUKILE
Signer Is Representing: C/O HOLDINGS, LLC, MAUKILE, COSMETIC DESIGN GROUP, LLC

Other:
Signer Is Representing:




Maurice Rasgon

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On May 21, 2015, before me, Takuma Sato, a Notary Public, personally appeared Maurice Rasgon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public

Notary Seal:



[Signature Page to Trademark Assignment]

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Filing Date	Class	Goods	Serial/Reg. No.	Registration Date	Renewal Date
United States						
Aqua Shield	November 15, 2013	3	Cosmetic, nail care preparations	86120598	Published	N/A
24 hour power	April 12, 2006	3	Cosmetics; namely, eye pencils, eyeliners, automatic eyeliners, liquid eyeliners, liquid liner pens, eyeshadow, eyeshadow pencils, eyeshadow base, mascara, browliners, brow pencils, lip pencils, lipliners, lipsticks, gloss, lipcolor, foundation, concealer	3514383	Registered October 7, 2008	October 7, 2017-18
B Vain Cosmetics	March 17, 2004	3	Color cosmetics; namely, lip gloss, shimmering body powder, eyeshadow, face powder, lipliner, blush, foundation, crème concealer, eyeliner	3392755	Registered March 4, 2008	March 4, 2017-18
B Vain Cosmetics	February 29, 2004	3	Color cosmetics;	3392752	Registered March 4,	March 4, 2017-18

& Design			namely, lip gloss, shimmering body powder, eyeshadow, face powder, lipliner, blush, foundation, crème concealer, eyeliner		2008	
Bella Nails	June 22, 2010	3	Adhesives for attaching artificial fingernails, eyelashes, artificial fingernails	85068573	Suspended	N/A
Bridge the Ridge	June 6, 2012	3	Nail polish base coat, nail varnish for cosmetic purposes, non-medicated nail preparations	4275678	Registered January 15, 2013	January 15, 2022-23
Color Factory	November 15, 2013		Cosmetics and makeup, nail care preparations, non-medicated preparations all for the care of skin, hair and scalp	86120633	S/U Due: June 17, 2015	N/A
Color n' Peel	January 16, 2015	3	Nail polish; nail polish remover	86506195	Newly filed	N/A
Colorlash	July 10, 2006	3	Cosmetics, namely, mascara, lash mascara	3438294	Registered May 27, 2008	May 27, 2017-18
Flat Pencil	February 7, 1993	3	Cosmetics; namely, eyeliner, eyeshadow, lipliner, lipstick	2944488	Registered April 26, 2005	April 26, 2014-15
Growth	June 6,	3	Nail hardeners,	4275677	Registered	January 15,

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Spurt	2012		nail strengtheners		January 15, 2013	2022-23
Hair Dare	June 19, 2012	3	Hair care preparations, hair color, hair coloring preparations	85656182	S/U Due: July 8, 2015	N/A
Hideaway	November 15, 2013	3	Cosmetics; namely, lipstick, concealer	3696267	Registered October 13, 2009	October 13, 2018- 19
Hip Stick	June 6, 2012	3	Nail polish top coat, nail varnishes	3506448	Registered September 23, 2008	September 23, 2017- 18
iDesign	January 14, 2015	3	Acrylic nail care preparations for shaping or sculpting nails; Adhesives for artificial nails; False nails; Nail art pens; Nail art stickers; Nail buffing preparations; Nail care kits comprising nail polish; Nail care preparations; Nail gel; Nail glitter; Nail paint; Nail polish; Nail polish pens; Nail polish protector in the nature of a thin plastic covering applied to nails; Nail polish removers; Nail polishing powder; Nail	86503609	Newly filed	N/A

			strengtheners; Nail tips.			
In a Hurry	June 19, 2012	3	Nail polish top coat; Nail varnishes	4275719	Registered Jan. 15, 2013	January 15, 2022-23
Ink Pots	August 20, 2002	3	Mascara, eyeliner, eyebrow and eyeshadow pencils, lipliner, pencils, face powder, foundation, blusher eyeshadow, lipliner pencils, face powder, foundation, liquid makeup, powder blusher, lipstick, lip gloss, nail care preparations; namely, nail polish	2926620	Registered Feb. 15, 2013	February 15, 2014- 15
In Studio Cosmetics	September 8, 2014	3	Cleaner for cosmetic brushes; Cosmetic preparations for eyelashes; Cosmetics and cosmetic preparations; Cosmetics and makeup; Eye lotions; Eye makeup; Eye makeup remover; Eyebrow gel; Facial makeup; False eyebrows; False eyelashes;	86388788	Published	

			False nails; Foundation makeup; Makeup removing preparations Makeup; Makeup preparations; Makeup primer; Nail care preparations; Non-medicated bath preparations; Non-medicated lip care preparations; Non-medicated skincare preparations			
Line & Seal 24	June 9, 2006	3	Cosmetics; namely, eyeliner, eye pencils, eyeshadow	3312299	Registered Oct. 16, 2007	October 16, 2016- 17
Liquid Metals	June 6, 2012	3	Cosmetics; namely, eye pencils, eyeliner, eyeshadow	3773602	Registered April 6, 2010	April 6, 2019-20
Luna Bronzer Blush	March 13, 2006	3	Cosmetics; namely, skin bronzers, skin bronzer duos, blushes, skin bronzer blushes, powder skin blushes, cream skin bronzer, skin bronzer sticks, blush powder, cream blush, blush sticks	3787758	Registered May 11, 2010	May 11, 2019-20
Manicure	June 6,	3	Nail enamel,	4360134	Registered	July 2,

Extender	2012		nail polish, nail polish top coat		July 2, 2013	2022-23
Mineral Therapy	December 18, 2006	3	Cosmetics; namely, face powder, face foundation, liquid foundation, powder foundation, cream foundation, blush, powder blush, cream blush, blush stick, concealer, eyeshadow, cream eyeshadow, powder eyeshadow	3635747	Registered June 9, 2009	June 9, 2018-19
Nanoliner	July 3, 2008	3	Liquid eyeliner, eyebrow pencils	3768403	Registered March 30, 2010	March 30, 2019-20
Nine Lites Nina Int'l	June 19, 2012	3	Colognes, perfumes and cosmetics, cosmetic preparations for skincare, cosmetics and cosmetic preparations, cosmetics and makeup, cuticle removing preparations, face and body glitter, false nails, glitter for cosmetic purposes, makeup, nail grooming products	85656210	Ext. of time for Statement of Use filed January 23, 2015	

Pencil Factory	September 11, 2000	3	Cosmetics; namely, eyeliner and lipliner pencils	2730540	Registered June 24, 2003	June 24, 2022-23
Plastique	November 29, 2004	3	Lipstick, liquid lipstick, lip gloss	3418850	Registered April 29, 2008	April 29, 2017-18
Real Colors	June 6, 2012	3	Cosmetics, eye makeup, eye shadow, eyebrow colors, eyebrow cosmetics, eyeliner, face powder, lip gloss	4288492	Registered Feb. 12, 2013	February 12, 2022-23
S Salon Science & Design	July 9, 1990	3	Nail care preparations	1733908	Registered Nov. 17, 1992	November 17, 2021-22
Styli-Style	June 23, 2000	3	Cosmetics; namely, mascara, eyeliner, eyebrow and eyeshadow pencils, eyeshadow, lipliner pencils, face powder, foundation, liquid makeup, powder blusher, lipstick, lip gloss, nail care preparations; namely, nail polish	2654829	Registered Nov 26, 2002	November 26, 2021-22
The Color Factory	November 11, 2013	3	Cosmetics and make-up; Nail care preparations; Nail enamel; Nail enamel removers; Nail gel; Nail glitter; Nail	86120625	S/U Due: June 17, 2015	

			grooming products, namely, tips, glue, lacquer and glitter; Nail hardeners; Nail polish; Nail polish remover; Nail repair products, namely, silk nail wraps; Non-medicated hair treatment preparations for cosmetic purposes; Non-medicated preparations all for the care of skin, hair and scalp			
Ultra Pro	May 23, 1995	3	Nail polish, nail hardener, cuticle removing preparations, base coat, top coat, moisturizing base coat, nail mending preparations, nail brightener, wet glaze, lipstick, eyebrow pencils and lipliner	2034442	Registered Jan. 28, 1997	January 28, 2016-17
Yellow Stopper	June 6, 2012	3	Nail polish top coat, nail varnis for cosmetic purposes	4360135	Registered July 2, 2013	July 2, 2022-23
International Trademark Docket						
European Union						
Styli-Style	September 16, 2004	3	Bleaching preparations	4029741	Registered July 21, 2006	

			and other substances for laundry use; cleaning; polishing; scouring and abrasive preparations; soaps; perfumery; essential oils; cosmetics; hair lotions; dentrifices			
Styli-Style	September 16, 2004	8	Nail care kits; razors			
Styli-Style	September 16, 2004	21	Combs; sponges; brushes (except paint brushes)			
China						
Styli-Style	January 8, 2007	3	Cosmetics and cleaning preparations	5833682	Registered Nov. 28, 2009	
Japan						
Styli-Style	November 7, 2007	3	Cosmetics and cleaning preparations	5130153	Registered April 18, 2008	

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ADDENDUM TO SCHEDULE I

<u>TRADEMARK</u>	<u>CLASS</u>	<u>FILING DATE</u>	<u>GOODS</u>	<u>SER. NO.</u>
Bring It On! Volumizing Mascara	3	June 4, 2015	Mascara	86652407
Salon Sciences Sole Smoother	3	June 4, 2015	Non-medicated skincare preparations	86652399
The Ultimate Beauty Source	3	June 4, 2015	Cosmetics and • cosmetic preparations; Eye make-up remover; Eyeliner pencils; Eyeliners; Non- Medicated skincare preparations	86652390

M.R. 6/29/15