

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BeachMint, Inc.		08/06/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Lucky Group Inc.		
<b>Street Address:</b>	1223 Wilshire Blvd., #C		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90403		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4177185	BEACHMINT	
<b>Registration Number:</b>	4478403	BEACHMINT	
<b>Serial Number:</b>	85294169	BEAUTYMINT	
<b>Registration Number:</b>	4177184	JEWELMINT	
<b>Registration Number:</b>	4300434	JEWELMINT	
<b>Registration Number:</b>	4478402	JEWELMINT	
<b>Registration Number:</b>	4073466	STYLEMINT	
<b>Registration Number:</b>	4284087	STYLEMINT	
<b>Registration Number:</b>	4485522	STYLEMINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>			
<b>Phone:</b>	312-602-5000		
<b>Email:</b>	bcipdocketing@bryancave.com		
<b>Correspondent Name:</b>	Mark A. Paskar		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102-2750		
<b>ATTORNEY DOCKET NUMBER:</b>	C074707/0335955		

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<b>NAME OF SUBMITTER:</b>	Mark A. Paskar
<b>SIGNATURE:</b>	/Mark A. Paskar/
<b>DATE SIGNED:</b>	08/18/2015
<b>Total Attachments: 4</b> source=Confirmatory Trademark Assignment Agreement (BeachMint)#page1.tif source=Confirmatory Trademark Assignment Agreement (BeachMint)#page2.tif source=Confirmatory Trademark Assignment Agreement (BeachMint)#page3.tif source=Confirmatory Trademark Assignment Agreement (BeachMint)#page4.tif	

## CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

**THIS CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT** is entered into by and between BeachMint, Inc., a Delaware corporation ("Assignor") and The Lucky Group Inc., a Delaware corporation ("Assignee").

### RECITALS

**WHEREAS**, Assignor and Assignee, among others, are parties to a certain Master Transaction Agreement made and entered into as of August 11, 2014 ("Master Transaction Agreement"), which provided for, among other things, the assignment of substantially all of the assets of Assignor to Assignee as of 8/31/2014 ("Closing Date"), including assignment of the Trademark Assets (as defined below); and

**WHEREAS**, as of the Closing Date, Assignor owned the marks identified on Schedule 1 attached hereto (the "Marks"), and owned other transferable rights associated with its business including, but not limited to, the goodwill of the business associated with said Marks and all common law rights therein, and was the owner of all worldwide right, title and interest in and to the registrations and applications for registration for the Marks set forth in the attached Schedule 1 (collectively the "Trademark Assets"); and

**WHEREAS**, Assignor and Assignee desire to confirm the assignment of the Trademark Assets, as of the Closing Date, pursuant to the Master Transaction Agreement;

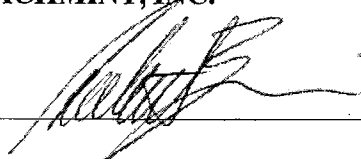
**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained herein and in the Master Transaction Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor does hereby confirm that, as of the Closing Date, it sold, assigned, and transferred to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America, Canada, China, and all other countries, in, to and under the Trademark Assets, including any and all goodwill of the business symbolized by and associated therewith, all registrations and applications for registration therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto, other rights associated with the portion of the ongoing and existing business to which the Trademark Assets pertain and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Assets, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

**WHEREFORE**, the Assignor has caused this Confirmatory Trademark Assignment Agreement to be duly executed below, on the date indicated, by a duly authorized officer.

**BEACHMINT, INC.**

By:  \_\_\_\_\_

Title: VP \_\_\_\_\_

Date: 8/6/15 \_\_\_\_\_

**Schedule 1**

<b>Trademark</b>	<b>Country</b>	<b>Serial No. (Filing Date)</b>	<b>Registration No. (Reg. Date)</b>
BEACHMINT®	USA	85/976,821 (August 27, 2010)	4,177,185 (July 17, 2012)
BEACHMINT®	USA	85/117,754 (August 27, 2010)	4,478,403 (February 4, 2014)
BEAUTYMINT™	USA	85/294,169 (April 13, 2011)	
JEWELMINT®	USA	85/976,820 (August 27, 2010)	4,177,184 (July 17, 2012)
JEWELMINT®	USA	85/609,605 (April 26, 2012)	4,300,434 (March 12, 2013)
JEWELMINT®	USA	85/117,750 (August 27, 2010)	4,478,402 (February 4, 2014)
STYLEMINT®	USA	85/290,792 (April 8, 2011)	4,073,466 (December 20, 2011)
STYLEMINT®	USA	85/977,209 (April 13, 2011)	4,284,087 (January 29, 2013)
STYLEMINT®	USA	85/294,164 (April 13, 2011)	4,485,522 (February 18, 2014)
BEACHMINT®	Canada	1,513,252 (January 31, 2011)	TMA 868,278 (January 6, 2014)
BEACHMINT™	China	12,278,592 (March 8, 2013)	12,278,592 (August 21, 2014)
貝簍品味 (BEACHMINT in Chinese Characters)	China	12,316,284 (March 25, 2013)	12,316,284 (September 7, 2014)
BEAUTYMINT®	Canada	1,546,560 (October 5, 2011)	TMA 868,277 (January 6, 2014)
JEWELMINT®	Canada	1,513,254 (January 31, 2011)	TMA 868,279 (January 6, 2014)
JEWELMINT™	China	12,278,590 (March 18, 2013)	
JEWELMINT™	China	12,278,591 (March 18, 2013)	12,278,591 (August 21, 2014)

Trademark	Country	Serial No. (Filing Date)	Registration No. (Reg. Date)
珠薇品味 (JEWELMINT in Chinese Characters)	China	12,316,286 (March 25, 2013)	12,316,286 (August 28, 2014)
珠薇品味 (JEWELMINT in Chinese Characters)	China	12,316,285 (March 25, 2013)	12,316,285 (September 7, 2014)
STYLEMINT™	Canada	1,546,569 (October 5, 2011)	TMA 871,068 (February 11, 2014)
STYLEMINT™	China	12,278,588 (March 18, 2013)	12,278,588 (March 21, 2015)
STYLEMINT™	China	12,278,589 (March 18, 2013)	12,278,589 (August 21, 2014)
時代品味 (STYLEMINT in Chinese Characters)	China	12,330,822 (March 18, 2013)	12,330,822 (September 7, 2014)
時代品味 (STYLEMINT in Chinese Characters)	China	12,330,821 (March 18, 2013)	12,330,821 (September 7, 2014)