

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Y.Z.Y., INC.		08/27/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Nouvelle Parfumerie Gandour		
Street Address:	01 BP 4387		
City:	Abidjan 01		
State/Country:	COTE D'IVOIRE		
Postal Code:	01		
Entity Type:	CORPORATION: COTE D'IVOIRE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3504398	BIO CLAIRE	
CORRESPONDENCE DATA			
Fax Number:	9543200233		
<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:	9542043744		
Email:	saustin@vplawgroup.com		
Correspondent Name:	Scott Austin, VLP Law Group LLP		
Address Line 1:	101 NE Third Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	FORT LAUDERDALE, FLORIDA 33301		
ATTORNEY DOCKET NUMBER:	SRA 0104 NPG BIO CLAIRE		
DOMESTIC REPRESENTATIVE			
Name:	Scott R. Austin		
Address Line 1:	101 NE Third Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	FORT LAUDERDALE, FLORIDA 33301		
NAME OF SUBMITTER:	Scott R. Austin		
SIGNATURE:	/Scott R. Austin/		

OP \$40.00 3504398

DATE SIGNED:	09/02/2015
Total Attachments: 2 source=8.27.15 fully executed registered trademark assignment for Reg. No. 3504398 for the mark BIO CLAIRE_Page 1 of 2#page1.tif source=8.27.15 fully executed registered trademark assignment for Reg. No. 3504398 for the mark BIO CLAIRE_Page 2 of 2#page1.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 27, 2015, is made by Y.Z.Y., Inc. ("**Assignor**"), a Florida corporation, located at 6300 N.W. 72nd Avenue, Miami, Florida 33166, in favor of Nouvelle Parfumerie Gandour. ("**Assignee**"), a corporation organized and existing under the laws of the Ivory Coast, with registered offices located at 01 BP 4387 Abidjan 01, Ivory Coast, in connection with the settlement of certain disputes between Assignor and Assignee and pursuant to the certain Stipulation of Settlement between Assignor and Assignee, dated effective as of August 27, 2015 (the "**Settlement Agreement**").

Whereas, under the terms of the Settlement Agreement, Assignor has agreed as part of the settlement of certain disputes expressly including that certain Cancellation Proceeding (Cancellation No. 92054617) ("**Cancellation**") pending before the Trademark Trial and Appeal Board of the US Patent and Trademark Office ("**USPTO**"), to convey, transfer and assign to Assignee, a certain trademark and any domain name or license derived from, based on or incorporating such mark of Assignor, and has agreed without admitting or denying any wrongdoing on the part of the Assignor or Assignee, to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the USPTO.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. In consideration of \$10.00 paid by Assignee upon execution of the Settlement Agreement and this Trademark Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following: BIO CLAIRE, U.S. REG. NO. 3,504,398 (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.
3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:
 - (a) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademark and Assignor's ownership and use thereof.
 - (b) To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, the Assigned Trademark.
4. Disclaimers. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademark. The terms of the Settlement Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Settlement 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 Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.

5 General.

(a) Entire Agreement. This Trademark Assignment, together with the Settlement Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.


(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(d) 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.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Y.Z.Y., Inc.
a Florida corporation

By: 

Name: Simon Bross

Title: President

Address for Notices:

AGREED TO AND ACCEPTED

Nouvelle Parfumerie Gandour
an Ivory Coast corporation

By: 

Name: E. Akandou

Title: Managing Director

Address for Notices: