

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
La Lumiere LLC		11/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Johnson & Johnson		
Street Address:	One Johnson & Johnson Plaza		
City:	New Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08933		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4838023	ZIT ZAPPER	
Registration Number:	4638438	A BRIGHT IDEA IN SKIN CARE SCIENCE	
Registration Number:	4557547	ILLUMASK	
Registration Number:	4534705	ILLUMASK	
Serial Number:	85672568	NUMI	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7170		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Emilia F. Cannella		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	JJJ-631		
NAME OF SUBMITTER:	Emilia F. Cannella		
SIGNATURE:	/e cannella/		
DATE SIGNED:	11/11/2015		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of November 6, 2015, is entered into by and between La Lumiere LLC, a Delaware limited liability company, with a business address of 7690 First Place, Suite D, Cleveland, Ohio 44146 (the "Assignor"), and Johnson & Johnson, a New Jersey corporation, with a business address of One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933 (the "Assignee"), on behalf of its wholly-owned subsidiary, Johnson & Johnson Consumer Inc. ("JJCI") (Assignor and Assignee collectively referred to as the "Parties").

WHEREAS, the Assignor, JJCI, and certain holders of equity interests of La Lumiere LLC have entered into that certain Asset Purchase Agreement, dated as of November 6, 2015 (the "Purchase Agreement"), pursuant to which JJCI (i) has acquired from Assignor, and designated its parent, Assignee, as the recipient of, all right, title, and interest in the trademark registrations and applications identified in the attached Schedule A, together with any and all goodwill and common law rights of Assignor in the trademarks that are the subject of such registrations and applications (collectively referred to as the "Trademarks"), and (ii) has become the successor to Assignor's business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate.

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

1. Assignment of Rights. The Assignor, for good and valuable consideration received, hereby sells, assigns, and transfers to the Assignee, its successors, and assigns, all rights, title, and interests in and to:
 - a. the Trademarks, including without limitation all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
 - b. the goodwill of the business symbolized by such Trademarks, together with Assignor's business or that portion thereof to which the Trademarks pertain;
 - c. the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Trademarks;
 - d. the entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the above Trademarks; and
 - e. all prosecution history files for such Trademark registrations and applications for trademark registration in the possession of Assignor, as well as records, prototypes, specimens, and materials contained in such files.

2. Terms of Purchase Agreement. All the terms of the Purchase Agreement are incorporated herein by this reference. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, limit or otherwise alter the representations, warranties, covenants, and obligations of the parties contained in the Purchase Agreement or the survival thereof.

3. Authorization. Assignor hereby authorizes and requests the competent authorities to record this Agreement and to grant and issue any and all registrations of the Trademarks throughout the world to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this Agreement not been made.

4. Further Action. Assignor further agrees to execute and have executed all documents, instruments and papers to perform all acts as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests.

5. Further Assurances. Assignor agrees not to use, register, or acquire rights to any other trademark, service mark, business name, URL, domain name, social media page, or social media account that includes any of the Trademarks or that is a variation on or a foreign language version of any of the Trademarks.

6. Successors and Assigns. This Assignment shall be binding upon and be enforceable against the Assignor and its respective successors and permitted assigns and shall inure to the benefit of and be enforceable by the Assignee and its successors and permitted assigns.

7. Governing Law. The interpretation, construction and enforcement of this Assignment, and all matters relating to it, will be governed by the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

8. Severability. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Trademarks.

9. Amendment. This Assignment may be amended or modified only by a written instrument executed by all of the parties hereto.

10. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be an original and all of which taken together will constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first set forth above.

LA LUMIERE, LLC

By: [Signature]
Name: Steven Lash
Title: CFO

STATE OF Ohio, COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this 6th day of November, 2015, by Steven Lash, the CFO of La Lumiere, LLC, on behalf of said company. He/she is personally known to me ~~or~~ produced [Signature] as identification.

[Signature]
Notary Public

MEGAN L. MEHALKO, NOTARY PUBLIC
State Of Ohio
~~My Commission Has No Expiration~~
Typed, printed or stamped name of Notary Public

My Commission Expires:

JOHNSON & JOHNSON

By: [Signature]
Name: Jake D. Feldman
Title: Assistant Secretary

STATE OF NJ, COUNTY OF Somerset

The foregoing instrument was acknowledged before me this 1ST day of October, 2015, by Jake D. Feldman, the Assistant Secretary of Johnson & Johnson, on behalf of said company. He/she is personally known to me or ~~or~~ produced as identification.

[Signature]
Notary Public

TARA J. KOLLMYER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/17/2019

Typed, printed or stamped name of Notary Public

My Commission Expires:

SCHEDULE A

Trademark	Country	Application No.	Registration No.
ZIT ZAPPER	United States	86/389,059	4,838,023
A BRIGHT IDEA IN SKIN CARE SCIENCE	United States	86/140,701	4,638,438
ILLUMASK (Stylized)	United States	86/068,492	4,557,547
ILLUMASK	United States	85/918,704	4,534,705
NUMI	United States	85/672,568	
ILLUMASK	Canada	1681217	
ZIT ZAPPER	Canada	1740195	
ILLUMASK	Brazil	907873634	
ZIT ZAPPER	Brazil	909806195	
ZIT ZAPPER	Indonesia	D00 2015 034672	
ZIT ZAPPER	Thailand	999209	
ZIT ZAPPER	South Africa	2015/21532	
ILLUMASK	China	15713217	
ILLUMASK	WIPO		1219881
ZIT ZAPPER	WIPO		1265209