

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lorac Cosmetics, Inc.		12/15/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LORAC Cosmetics, LLC		
Street Address:	29025 Avenue Penn		
City:	Valencia		
State/Country:	CALIFORNIA		
Postal Code:	91355		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3052613	LORAC	
Registration Number:	1852838	LORAC	
Registration Number:	4554666	POREFECTION	
Registration Number:	3944317	TANTALIZER	
CORRESPONDENCE DATA			
Fax Number:	3102037199		
<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:	(310)277-1010		
Email:	aferguson@irell.com, amukhey@irell.com, mcohen@irell.com		
Correspondent Name:	Andrew Ferguson		
Address Line 1:	1800 Avenue of the Stars		
Address Line 2:	Suite 900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	163273-0001-KEND		
NAME OF SUBMITTER:	Andrew Ferguson		
SIGNATURE:	/Andrew Ferguson/		
DATE SIGNED:	12/15/2015		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is effective as of December 15, 2015, and is executed by LORAC Cosmetics, Inc., a California corporation ("Assignor"), in favor of LORAC Cosmetics, LLC, a Delaware limited liability company ("Assignee"). Each of Assignor and Assignee shall be referred to in this Assignment as a "Party" and collectively as, the "Parties."

A. Assignor and Assignee are parties to a Contribution Agreement, dated as of even date herewith (the "Contribution Agreement"), pursuant to which, among other things, Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive from Assignor, the Marks (as defined below). The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Contribution Agreement. In the event of a conflict between this Assignment and the Contribution Agreement, the Contribution Agreement will control.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent to use trademark applications set forth on Schedule 1 (the "Marks"), together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Marks and the goodwill of the business symbolized by the Marks.

2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

3. Assignor agrees provide reasonable assistance to Assignee, at Assignee's cost, to evidence in every legal way, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

[signature page to follow]

