

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE NEXT BIG THING SARL		02/29/2016	societe a responsabilite limitee (sarl): LUXEMBOURG
RECEIVING PARTY DATA			
Name:	FOAM AND SUBSTANCE LIMITED		
Street Address:	Eighth Floor, 6 New Street Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4A 3AQ		
Entity Type:	England and Wales limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86562878	BUTTER KARMA	
Serial Number:	86583633	SOAPERNATURALS	
Serial Number:	86613302	HAPPY FACE	
Serial Number:	86665006	YOUTHBOMB	
Serial Number:	86613334	BEAUTY BY NUMBER	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<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:	212 813 5900		
Email:	assignments@fzlj.com		
Correspondent Name:	ALLISON STRICKLAND RICKETTS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	FSUB 1601813		
NAME OF SUBMITTER:	Allison Strickland Ricketts		
SIGNATURE:	/anca nicolescu/		
DATE SIGNED:	03/07/2016		

CH \$140.00 86562878

Total Attachments: 5

source=Executed assignment to Foam and Substance (F1894339x96B9E)#page1.tif

source=Executed assignment to Foam and Substance (F1894339x96B9E)#page2.tif

source=Executed assignment to Foam and Substance (F1894339x96B9E)#page3.tif

source=Executed assignment to Foam and Substance (F1894339x96B9E)#page4.tif

source=Executed assignment to Foam and Substance (F1894339x96B9E)#page5.tif

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made this 29th day of February 2016

BETWEEN

THE NEXT BIG THING SARL, a company organised under the laws of Luxembourg, of 16 rue des Capucins, L-1313, Luxembourg, Luxembourg with a company number B174851 ("the Assignor" which expression shall include its successors and assigns).

AND

FOAM AND SUBSTANCE LIMITED, a company organised under the laws of England and Wales, of Eighth Floor, 6 New Street Square, London EC4A 3AQ, United Kingdom with a company number 09443258 ("the Assignee" which expression shall include its successors and assigns).

RECITALS:

- (A) The Assignor is the proprietor of Trade Mark Applications and Registrations and domains ("the Trade Marks"), details of which are set out in the Schedule 1 hereto and which forms part of this assignment.
- (B) Classes specified in this assignment document refer to the 10th Edition of the International Classification of Goods and Services (Nice Classification).
- (C) The Assignor has agreed to assign all its right, title, interest, property and goodwill in the Trade Marks, together with ancillary rights relating thereto, to the Assignee upon the following terms.

OPERATIVE PROVISIONS:

1. For sufficient, good and valuable consideration being costs incurred in securing, registering, renewing and enforcing the Trade Marks as set out in Schedule 2, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns with full title guarantee unto the Assignee all rights, title, interest, property and goodwill in the Trade Marks including the full and exclusive benefit thereof, and all common law rights connected with the Trade Marks.

2. These rights shall include all rights which may subsist in the Trade Marks and all rights, privileges and advantages appertaining thereto, including the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of any rights in or relating to the Trade Marks whether committed before or after the date of this assignment, to the intent that the Trade Marks and the Registrations shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor attaching to the Trade Marks to hold the same unto the Assignee absolutely.
3. At the request of the Assignee, and at the Assignee's cost, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee to formally register the Assignee's title in the Trade Marks at the relevant Intellectual Property Offices. The Assignor agrees to assist the Assignee in any instance where Assignor's rights in the Trade Marks are blocking the Assignee's attempt to register the Trade Marks at any Intellectual Property Offices.
4. The Assignee shall be responsible for the registration of this assignment and the transfer of trade mark titles at the respective Intellectual Property Offices following payment of the consideration.
5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the Assignee. Each party undertakes to impose the obligations of this Agreement upon its successors in title.
6. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.
7. This Agreement shall be governed by and construed in accordance with the laws of England and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England.

IN WITNESS whereof the parties hereto have executed this document on the first date above written.

THE SCHEDULE 1

Country	Title	Official No	Classes	Filing Date
EUROPEAN COMMUNITY	BUTTER KARMA	013260567	3	16 September 2014
UNITED STATES OF AMERICA	BUTTER KARMA	86/562878	3	13 March 2015
WIPO	BUTTER KARMA	IR 1248971	3	12 March 2015
AUSTRALIA	BUTTER KARMA	IR 1248971	3	12 March 2015
CHINA	BUTTER KARMA	IR 1248971	3	12 March 2015
INDIA	BUTTER KARMA	IR 1248971	3	12 March 2015
MEXICO	BUTTER KARMA	IR 1248971	3	12 March 2015
PHILIPPINES	BUTTER KARMA	IR 1248971	3	12 March 2015
SOUTH KOREA	BUTTER KARMA	IR 1248971	3	12 March 2015
THAILAND	BUTTER KARMA	978216	3	16 March 2015
CANADA	BUTTER KARMA	1719138	3	13 March 2015
EUROPEAN COMMUNITY	NOUS AVONS DU SAVON	13260451	3	16 September 2014
EUROPEAN COMMUNITY	SOAPERNATURALS	013443585	3	10 November 2014
UNITED STATES OF AMERICA	SOAPERNATURALS	86/583633	3	01 April 2015
EUROPEAN COMMUNITY	HAPPY FACE	013985494	3,35, 44	24 April 2014
UNITED STATES OF AMERICA	HAPPY FACE	86/613302	3,35	29 April 2015
WIPO	HAPPY FACE	1259608	3,35,44	29 April 2015
AUSTRALIA	HAPPY FACE	1259608	3,35,44	29 April 2015
CHINA	HAPPY FACE	1259608	3,35,44	29 April 2015
INDIA	HAPPY FACE	1259608	3,35,44	29 April 2015
MEXICO	HAPPY FACE	1259608	3,35,44	29 April 2015
PHILIPPINES	HAPPY FACE	1259608	3,35,44	29 April 2015
SOUTH KOREA	HAPPY FACE	1259608	3,35,44	29 April 2015
THAILAND	HAPPY FACE	984266	3	30 April 2015
THAILAND	HAPPY FACE	988601	35	05 June 2015
CANADA	HAPPY FACE	1725918	3,35,44	29 April 2015
UNITED KINGDOM	HAPPY FACE	3079507	3	30 October 2014
SOUTH AFRICA	HAPPY FACE	2015/11027	3,35	28 April 2015
TAIWAN	HAPPY FACE	104023717	3,35	29 April 2015
EUROPEAN COMMUNITY	YOUTHBOMB	0142268023	3,35,44	17 June 2015
UNITED STATES OF AMERICA	YOUTHBOMB	86/665006	3	17 June 2015
WIPO	YOUTHBOMB	1265068	3	17 June 2015
AUSTRALIA	YOUTHBOMB	1265068	3	17 June 2015
CHINA	YOUTHBOMB	1265068	3	17 June 2015
INDIA	YOUTHBOMB	1265068	3	17 June 2015
MEXICO	YOUTHBOMB	1265068	3	17 June 2015
PHILIPPINES	YOUTHBOMB	1265068	3	17 June 2015
SOUTH KOREA	YOUTHBOMB	1265068	3	17 June 2015
THAILAND	YOUTHBOMB	992512	3	30 June 2015

Country	Title	Official No	Classes	Filing Date
CANADA	YOUTHBOMB	1733199	3	17 June 2015
UNITED KINGDOM	YOUTHBOMB	3089439	3	14 January 2015
SOUTH AFRICA	YOUTHBOMB	2015/16624	3	23 June 2015
TAIWAN	YOUTHBOMB	104036099	3	24 June 2015
BRAZIL	YOUTHBOMB	909572739	3	23 June 2015
MALAYSIA	YOUTHBOMB	2015059865	3	23 June 2015
UNITED KINGDOM	BEAUTY BY NUMBER	3106361	3	29 April 2015
UNITED STATES OF AMERICA	BEAUTY BY NUMBER	86/613334	3	29 April 2015
EUROPEAN COMMUNITY	HEALTH FOOD FOR YOUR FACE	014503593	3	26 August 2015
www.healthfoodforyourface.com				
www.beautybynumber.net				
www.beautybynumber.org				
www.beautybynumber.co				
www.butterkarma.com				
www.butterkarma.co				
www.butterkarma.co.uk				
www.soapernaturals.com				
www.soapernaturals.co				
www.soapernaturals.co.uk				
www.nousavonsdusavon.com				
www.nousavonsdusavon.co.uk				
www.happyface.co.uk				
www.happyface.xyz				
www.youthbomb.com				
www.youthbomb.co				
www.youthbomb.co.uk				
www.youthbomb.eu				
www.thenextbigthing.biz				
www.thenextbigthing.lu				

SIGNED, for and on behalf of)
THE NEXT BIG THING SARL)
The Assignor)
in the presence of:)

(Signatory) Jos de PAAJ Director
(Name) (Title)

(Witness) CAROLYN WOOD
(Name)
CAROLYN WOOD

SIGNED, for and on behalf of)
FOAM AND SUBSTANCE LTD)
The Assignee)
in the presence of:)

(Signatory) Anna Marie BRIDGE DIRECTOR
(Name) (Title)

(Witness) JUDITH TONKIN
(Name)