

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378563

|   |  |                       |   |
|---|--|-----------------------|---|
| <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>                              |
| Clarins Groupe SARL   |  | 01/04/2016            | Société à responsabilité limitée:<br>LUXEMBOURG |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | Clarins S.A.                                       |                       |   |
| <b>Street Address:</b>  | 9 rue du Commandant Pilot                          |                       |   |
| <b>City:</b>  | Neuilly-sur-Seine                                  |                       |   |
| <b>State/Country:</b>   | FRANCE   |                       |   |
| <b>Postal Code:</b>   | 92200  |                       |   |
| <b>Entity Type:</b>   | Société Anonyme (Sa): FRANCE                       |                       |   |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 0935002  | CLARINS               |   |
| <b>Registration Number:</b>   | 1574179  | CLARINS               |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 7083838801   |                       |   |
| <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>   | 7083838801   |                       |   |
| <b>Email:</b>   | docket@merz-law.com                                |                       |   |
| <b>Correspondent Name:</b>  | Mary Catherine Merz                                |                       |   |
| <b>Address Line 1:</b>  | 1010 Lake Street, Suite 400                        |                       |   |
| <b>Address Line 4:</b>  | Oak Park, ILLINOIS 60301                           |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 23012  |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Lisa A. Harkins                                    |                       |   |
| <b>SIGNATURE:</b>   | /Lisa A. Harkins/                                  |                       |   |
| <b>DATE SIGNED:</b>   | 03/30/2016   |                       |   |
| <b>Total Attachments: 2</b>   |  |                       |   |
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| source=03.21.16 CLARINS Assignment 23012#page2.tif  |  |                       |   |

OP \$65.00 0935002

**ASSIGNMENT OF TRADEMARKS**

This Assignment of Trademarks is made between Clarins Groupe SARL, a société à responsabilité limitée of Luxembourg having its principal place of business at 5 rue Eugène Ruppert, L-2453 Luxembourg City, LUXEMBOURG ("Assignor") and Clarins S.A., a société anonyme of France having its principal place of business at 9 rue du Commandant Pilot, 92200 Neuilly-sur-Seine, FRANCE ("Assignee").

WHEREAS, Assignor has adopted, owns, and is using in its business endeavors the trademarks listed in Exhibit A attached hereto ("the Trademarks"); and

WHEREAS, Assignee is desirous of using the Trademarks and acquiring the entire right, title and interest thereto, including the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- (1) Assignor hereby assigns, conveys, and transfers unto Assignee all right, title, and interest in, to, and under the Trademarks together with (a) all associated common law rights, (b) the goodwill of the business symbolized thereby, and (c) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity; and
- (2) All said right, title and interest to the Trademarks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment of Trademarks had not been made.
- (3) The effective date of this Assignment of Trademarks is January 4, 2016.

CLARINS GROUPE SARL

CLARINS S.A.

By: [Signature]

By: [Signature]

Name: COURTIN Olivier

Name: ZERUEN Jonathan

Title: Manager

Title: C.E.O

Date: 11/03/2016

Date: 11/03/2016

EXHIBIT A

| TRADEMARK | U.S. REGISTRATION NO. | INTERNATIONAL CLASS |
|-----------|-----------------------|---------------------|
| CLARINS   | 935002                | 3                   |
| CLARINS   | 1574179               | 3                   |