

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382134

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:	BEAUTY PIE LIMITED		
Street Address:	Eight 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: 3			
Property Type	Number	Word Mark	
Registration Number:	4935849	BEAUTY PIE	
Serial Number:	86730706	ALL YOUR MAKEUP WITHOUT THE MARKUP	
Serial Number:	86428214	BEAUTY PIE	
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:	BEAP 1601812		
NAME OF SUBMITTER:	Allison Strickland Ricketts		
SIGNATURE:	/anca nicolescu/		
DATE SIGNED:	04/27/2016		
Total Attachments: 4			
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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

BEAUTY PIE 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 09647981

("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.

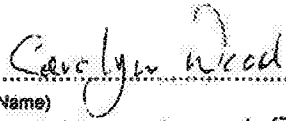
IN WITNESS whereof the parties hereto have executed this document on the first date above written.

THE SCHEDULE 1

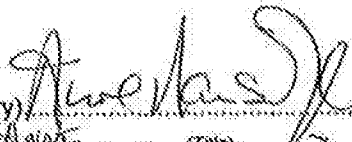
Country	Title	Official No	Classes	Filing Date
European Community	Beauty Pie	013382015	03,35	20-Oct-2014
International (MAP)	Beauty Pie	1255953	03,35	20-Apr-2015
Designated countries				
Australia	Beauty Pie	IR1255953	03,35	20-Apr-2014
China	Beauty Pie	IR 1255953	03,35	20-Apr-2014
India	Beauty Pie	IR 1255953	03,35	20-Apr-2014
Mexico	Beauty Pie	IR 1255953	03,35	20-Apr-2014
Philippines	Beauty Pie	IR 1255953	03,35	20-Apr-2014
Republic of Korea	Beauty Pie	IR 1255953	03,35	20-Apr-2014
Brazil	Beauty Pie	910016020	03	21-Sept-2015
Brazil	Beauty Pie	910016046	35	21-Sept-2015
Canada	Beauty Pie	1722744	03	08-Apr-2015
Hong Kong	Beauty Pie	303556044	03	06-Oct-2015
Hong Kong	Beauty Pie	303556044	35	06-Oct-2015
Indonesia	Beauty Pie	D002015 051375	35	13-Dec-2015
Indonesia	Beauty Pie	J002015 051374	03	13-Dec-2015
Japan	Beauty Pie	2015- 100523	03	19-Oct-2015
Malaysia	Beauty Pie	2015065154	03	11-Sep-2015
Malaysia	Beauty Pie	2015065156	35	11-Sep-2015
South Africa	Beauty Pie	2015/25852	03	11-Sep-2015
South Africa	Beauty Pie	2015/25853	35	11-Sep-2015
Taiwan	Beauty Pie	104054235		11-Sep-2015
Thailand	Beauty Pie	982680	03,35	20-Apr-2015
United States of America	Beauty Pie	86/428214	03	20-Oct-2014
United States of America	Beauty Pie	86/680259	35	01-Jul-2015
UK	Beauty Pie. All your makeup without the markup	3125892	03	07-Sept-2015
United States of America	All your makeup without the markup	86/730706	03	20-Aug-2015
www.beautypie.com				
www.beautypie.co				
www.beautypie.eu				

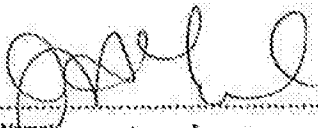
SIGNED, for and on behalf of
THE NEXT BIG THING SARL)
The Assignor)
in the presence of:)

(Signatory) 
.....
(Name) Jos de Rooij (Title) Director

(Witness) 
.....
(Name) CAROLYN WOOD

SIGNED, for and on behalf of
BEAUTY PIE LIMITED)
The Assignee)
in the presence of:)

(Signatory) 
.....
(Name) WAVE (Title) DIRECTOR

(Witness) 
.....
(Name) JUDITH TONKEN

5759171; CPD; CYM