

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM383011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norvell Skin Solutions, LLC		04/28/2016	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Sunless, Inc.		
Street Address:	630 Fifth Avenue, 24th Floor		
Internal Address:	Rockefeller Center		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4142595	EXMITT	
Registration Number:	3119685	MITTAN	
Registration Number:	2967033	SOLÉRRRA	
Registration Number:	2992276	SOLÉRRRA	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-1236		
Email:	skoston@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	560255-945003-SUNLESS		
NAME OF SUBMITTER:	Leozino Agozzino		
SIGNATURE:	/Leozino Agozzino/		
DATE SIGNED:	05/04/2016		

CH \$115.00 4142595

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of April 28, 2016, is entered into by and between Norvell Skin Solutions, LLC, a Tennessee limited liability company (“**Assignor**”), and Sunless, Inc. a Delaware corporation (“**Assignee**”).

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark applications/registrations (both active and abandoned) identified on the attached **Exhibit A**, together with all common law rights and the goodwill of the business associated therewith (the “**Marks**”), and has agreed to transfer to Assignee all right, title and interest in, to and under the Marks; and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are incorporated herein as if set forth in length below.
2. Assignor hereby irrevocably sells, transfers, assigns, conveys, delivers and sets over to Assignee, its successors and assigns, without reservation of any right, title or interest, all right, title and interest in, to and under the Marks, any and all applications and registrations therefore, including, but not limited to, the applications and registrations identified on the attached **Exhibit A**, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and subsidiaries, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, transfer, assignment, conveyance and delivery had not been made, including, but not limited to, all common-law rights of Assignor in, to and under the Marks and Assignor’s right to sue for all claims, demands and causes of action, both at law and in equity for past, current or future claims, demands and causes of action, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the effective date of this Assignment.
3. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office and any foreign authority relating to any foreign Marks to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.
4. Assignor further agrees, upon reasonable request and without further compensation and at its cost, that Assignor and its legal representatives and assigns will do all lawful acts, including, but not limited to, the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said

registrations in the United States and throughout the world for such Marks, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks. The assignment granted herein has been granted in accordance with the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and between the parties, and is expressly subject to the terms thereof.

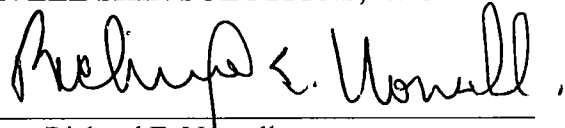
5. This Assignment may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

NORVELL SKIN SOLUTIONS, LLC

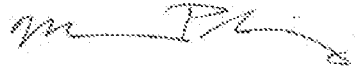
By: 

Name: Richard E. Norvell

Title: Managing Member and President

ASSIGNEE:

SUNLESS, INC.




By: _____

Name: Meranee Phing

Title: Vice President

EXHIBIT A

Trademarks

MARK	APPLN NO.	FILED	REG. NO.
EXMITT	85/430145	9/23/2011	4142595
MITTAN	78/593922	3/24/2005	3119685
 SOLÉRRRA Design	78/425491	5/26/2004	2967033
SOLÉRRRA	78/443061	6/29/2004	2992276
TM Norvell	85/018621	4/20/2010	3,889,638
TM Norvell (Australia)	1395056	11/16/2010	1395056