TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guthy-Renker LLC		05/01/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GR SWISS JV, LLC
Street Address:	41-550 Eclectic Street, Suite 200
City:	Palm Desert
State/Country:	CALIFORNIA
Postal Code:	92260
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3027129	3 SIMPLE STEPS TO ENTER THE CLEAR ZONE
Registration Number:	3866093	ACTIVMEMBER
Registration Number:	4459410	ALL CLEAR
Registration Number:	3113246	ANTIDANDRUFF THERAPY
Registration Number:	4154906	BE PROACTIV
Registration Number:	3948037	BEAUTIFUL COMPLEXION
Registration Number:	4272500	BEAUTIFUL COMPLEXION
Registration Number:	4388551	CARE AND SUPPORT. EVERY MINUTE, EVERY DA
Registration Number:	3062252	CLEAR ZONE
Registration Number:	2258095	CLEAR ZONE
Registration Number:	4498817	CLEARZONE
Registration Number:	4035787	CONSISTENCY IS KEY
Registration Number:	2596328	DAILY PROTECTION PLUS SUNSCREEN
Registration Number:	4183523	INSTANT DAILY HYDRATION
Registration Number:	2104388	MINI MAINTENANCE SYSTEM
Registration Number:	4301588	MIRACLE EXFOLIATING TREATMENT
Registration Number:	4301580	MIRACLE PEEL TREATMENT
Registration Number:	4075495	NOALLERGENS
Registration Number:	3604325	NOTHING COMPARES TO PROACTIV

OP $1090.00 3027129

Property Type	Number	Word Mark
Registration Number:	2574142	PROACTIV
Registration Number:	2162306	PROACTIV
Registration Number:	1890769	PROACTIV
Registration Number:	4143243	PROACTIV
Registration Number:	4451945	PROACTIV MD
Registration Number:	4905274	PROACTIV+
Registration Number:	4222089	PROACTIV - USE IT AND LOSE IT
Registration Number:	3804708	PROACTIV PROMISE
Registration Number:	2850933	PROACTIV SOLUTION
Registration Number:	4556213	PROJECT YOUTH
Registration Number:	4074442	RESULTS THAT GET NOTICED
Registration Number:	4448283	SMART TARGET
Registration Number:	4088903	VITACLEAR
Registration Number:	4126796	X-OUT
Registration Number:	4367001	YOU HAVE NOTHING TO LOSE BUT YOUR ACNE
Registration Number:	3890702	YOUR ANSWER FOR ACNE
Registration Number:	2914763	ZITS HAPPEN
Serial Number:	86061578	I'M PROACTIV
Serial Number:	85171884	PROACTIV
Serial Number:	85156846	PROACTIV NEXT DAY
Serial Number:	86528987	WASH-IN
Serial Number:	86404037	X OUT
Serial Number:	86798140	GET CLEAR YOUR FRESHMAN YEAR
Serial Number:	86679633	WE'RE HERE TO GET YOU CLEAR

CORRESPONDENCE DATA

Fax Number: 6197026859

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.

Phone: 619-685-3055
Email: jenkins@scmv.com
Correspondent Name: Seltzer Caplan McMahon Vitek
Address Line 1: 750 B Street, Suite 2100
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	E Jenkins
SIGNATURE:	/EJJ/
DATE SIGNED:	05/05/2016

Total Attachments: 9
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "**Trademark Assignment**"), dated as of May 1, 2016 2016 (the "**Effective Date**"), by and between **GUTHY-RENKER LLC**, a Delaware limited liability company with an address at 41-550 Eclectic Street, Suite 200, Palm Desert, California 92260 USA (the "**Seller**" or "**Assignor**"), and **GR SWISS JV, LLC**, a Delaware limited liability company with an address at 41-550 Eclectic Street, Suite 200, Palm Desert, California 92260 USA (the "**Purchaser**" or "**Assignee**"). All capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings ascribed to them in that certain Asset and Share Purchase Agreement, dated as of the Effective Date, by and between the Assignor and the Assignee (the "**Asset and Share Purchase Agreement**").

WHEREAS, pursuant to the Asset and Share Purchase Agreement, Assignor sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's rights, title and interest in and to certain intellectual property rights, including, but not limited to, the Assigned Intellectual Property Rights described on **Schedule A** attached hereto (collectively, the "**Trademarks**");

WHEREAS, pursuant to the Asset and Share Purchase Agreement, the Assignee is the successor to that portion of Assignor's business to which the Trademarks pertain;

WHEREAS, the Parties desire to further evidence and confirm the assignment of the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein and in the Asset and Share Purchase Agreement, the Parties, hereby agree as follows:

1. **Assignment**. Effective on and as of the Effective Date, pursuant to the Asset and Share Purchase Agreement, Assignor hereby confirms the sale, conveyance, assignment, transfer and delivery unto the said Assignee, Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by said Trademarks, all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all claims, counterclaims, defenses, causes of action, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind against any Third Party, including the right to sue for, compromise and collect any profits and damages for past, present and future infringements of said Trademarks, in all instances whether as a result of actions taken on, prior to, or after the Closing Date; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

2. **Incorporation of Terms of Asset and Share Purchase Agreement.** This Trademark Assignment does not, nor shall it be deemed to, supersede, extinguish or merge any of the representations, warranties, covenants, agreements and indemnities set forth in the Asset and Share Purchase Agreement, together with any Exhibits, Attachments and Schedules thereto, including without limitation, all representations, warranties, covenants, agreements and indemnities therein made with respect to the Assigned Intellectual Property Rights, all of which are incorporated herein by reference, and which provisions shall remain in full force and effect as provided therein. For avoidance of doubt, notwithstanding anything herein to the contrary, in the case of any conflict between this Trademark Assignment and the Asset and Share Purchase Agreement, the Asset and Share Purchase Agreement shall control.

3. **Authorization to Record**. Assignor agrees that this Trademark Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter hereof. This Trademark Assignment may be

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submitted to the U.S. Patent and Trademark Office, or any similar offices throughout the world, or to any other Person, as evidence of Assignee's ownership.

4. **Entire Agreement, Amendment and Waivers**. This Trademark Assignment and the Asset and Share Purchase Agreement, together with any Exhibits, Attachments and Schedules attached thereto, constitute the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede all other prior and contemporaneous commitments, arrangements, agreements and/or understandings, both oral and written, among the Parties with respect to the subject matter hereof and thereof. No waiver, amendment, modification or change of any provision of this Trademark Assignment shall be effective unless and until made in writing and signed by Seller and Purchaser.

5. **Counterparts**. This Trademark Assignment may be executed in any number of counterparts (which may be by facsimile or "PDF" format), each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

6. **Further Assurances**. Assignor shall, free of charge, execute and deliver, at the request of Assignee, such additional documents, instruments, conveyances and assurances and take such further actions as Assignee may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Trademark Assignment.

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment, or caused this Trademark Assignment to be executed by their respective duly authorized officers, on and as of the Effective Date.

ASSIGNOR:

GUTHY-RENKER LLC

By: _____

Date: May 1, 2016

Name: Dirk W. van de Bunt
Title: Executive Vice President
Place: Santa Monica, California USA

ASSIGNEE:

GR SWISS JV, LLC

By: _____

Date: May 1, 2016

Name: Dirk W. van de Bunt
Title: Secretary
Place: Santa Monica, California USA

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SCHEDULE A

U.S. Registered Trademarks – Owned by Guthy-Renker LLC

Trademark	Registration No.	Registration Date
3 SIMPLE STEPS TO ENTER THE CLEAR ZONE	3027129	12/13/05
ACTIVMEMBER	3866093	10/19/10
ALL CLEAR	4459410	12/31/13
ANTIDANDRUFF THERAPY	3113246	07/04/06
BE PROACTIV	4154906	06/05/12
BEAUTIFUL COMPLEXION	3948037	04/19/11
BEAUTIFUL COMPLEXION	4272500	01/08/13
CARE AND SUPPORT. EVERY MINUTE, EVERY DAY.	4388551	08/20/13
CLEAR ZONE	3062252	02/28/06
CLEAR ZONE	2258095	06/29/99
CLEAR ZONE	4498817	03/18/14
CONSISTENCY IS KEY	4035787	10/04/11
DAILY PROTECTION PLUS SUNSCREEN	2596328	07/16/02
INSTANT DAILY HYDRATION	4183523	07/31/12
MINI MAINTENANCE SYSTEM	2104388	10/07/97
MIRACLE EXFOLIATING TREATMENT	4301588	03/12/13
MIRACLE PEEL TREATMENT	4301580	03/12/13
NOALLERGENS	4075495	12/20/11
NOTHING COMPARES TO PROACTIV	3604325	04/07/09
PROACTIV	2574142	05/28/02
PROACTIV	2162306	06/02/98
PROACTIV	1890769	04/25/95
PROACTIV	4143243	05/15/12
PROACTIV MD	4451945	12/17/13
PROACTIV + Stylized	4905274	02/23/16
PROACTIV – USE IT AND LOSE IT	4222089	10/09/12
PROACTIV PROMISE	3804708	06/15/10
PROACTIV SOLUTION Stylized	2850933	06/08/04
PROJECT YOUTH	4556213	06/24/14
RESULTS THAT GET NOTICED	4074442	12/20/11
SMART TARGET	4448283	12/10/13
VITACLEAR	4088903	01/17/12
X OUT	4126796	04/10/12
YOU HAVE NOTHING TO LOSE BUT YOUR ACNE	4367001	07/16/13
YOUR ANSWER FOR ACNE	3890702	12/14/10
ZITS HAPPEN	2914763	12/28/04

International Registered Trademarks -- Owned by Guthy-Renker LLC

Trademark	Class(es)	Country	Registration No.	Registration Date
ACNE NEVER GIVES UP	3, 5	Australia	1366672	10/18/2010
	3, 5	New Zealand	825520	12/10/2010
ACNE NEVER QUITS	3, 5	Australia	1366676	10/18/2010
	3, 5	New Zealand	825521	12/10/2010

International Registered Trademarks -- Owned by Guthy-Renker LLC

Trademark	Class(es)	Country	Registration No.	Registration Date
ANTIDANDRUFF THERAPY	5	Canada	724019	9/18/2008
CLUB PROACTIV	35	Hong Kong	302192724	3/16/2012
INSTANT DAILY HYDRATION	3	Canada	TMA871,951	2/24/2014
MANY IMITATE, NONE DUPLICATE	3	Canada	710407	3/27/2008
NOTHING COMPARES TO PROACTIV	3, 5	Canada	741909	6/12/2009
PROACTIV	3, 5	Albania	11026	2/20/2007
	3	Argentina	2.256.814	11/6/2008
	5	Argentina	2394630	9/20/2010
	5	Argentina	2780030	1/14/2016
	5	Armenia	17997	1/24/2012
	5	Australia	762868	1/8/1999
	5	Australia	1060800	1/30/2006
	3	Bahrain	46306	3/10/2011
	5	Bahrain	46307	3/10/2011
	3, 5	Belize	7447.11	6/13/2011
	3, 5	Bosnia	BAZ069962	9/16/2010
	3, 5	Bulgaria	73188	2/26/2010
	5	Canada	TMA576,112	2/20/2003
	3	Canada	731709	1/6/2009
	5	Colombia	239.496	8/2/2001
	3, 5	Georgia	22863	8/30/2012
	3	Guatemala	156,109	4/15/2008
	5	Guyana	24177	6/3/2013
	3	Guyana	24178	1/26/2015
	5	Hong Kong	2002B15742	12/10/2002
	3	Hong Kong	300985465	4/3/2008
	5	Israel	123,517	3/5/2000
	3	Israel	205,348	5/10/2009
	3, 5	Kyrgyzstan	10668	7/29/2011
	5	Libya	6092	2/1/2007
	3	Libya	6091	2/1/2007
	5	Malaysia	99003169	6/23/2007
	3	Malaysia	7021401	10/31/2007
	5	Mexico	805042	8/22/2003
	3	Mongolia	6135	11/17/2005
	5	Mongolia	10407	6/27/2012
	3, 5	Morocco	100490	11/11/2005
	5	New Zealand	292612	4/6/1999

International Registered Trademarks -- Owned by Guthy-Renker LLC				
Trademark	**Class(es)**	**Country**	**Registration No.**	**Registration Date**
	3, 5	New Zealand	739785	2/12/2009
	3, 5	Nicaragua	0800454 LM	3/4/2008
	5	South Korea	483784	12/19/2000
	3	South Korea	40-0816595	3/10/2010
	5	Sri Lanka	100492	4/30/2009
	3, 5	Suriname	19956	7/6/2007
	5	Taiwan	748520	2/16/1997
	3	Taiwan	1367261	7/1/2009
	3, 5	Taiwan	01740107	11/16/2015
	3, 5	Tajikistan	TJ 10740	5/3/2013
	3, 5	Turkmenistan	11540	11/7/2012
	5	Ukraine	106420	5/12/2009
	3	Ukraine	101543	1/12/2009
	5	United Arab Emirates	22896	12/11/1999
	3	United Arab Emirates	98318	12/13/2009
	5	Zambia	647/2005	4/27/2007
	3	Zambia	646/2005	2/13/2007
PROACTIV ACNE TREATMENT 3-STEP SYSTEM in Simplified and Traditional Chinese Characters	3, 5	Hong Kong	301941002	11/4/2011
PROACTIV ACNE TREATMENT SERIES in Simplified and Traditional Chinese Characters	3, 5	Hong Kong	301941011	11/4/2011
PROACTIV in Korean Characters	3, 5	South Korea	40-712199	6/4/2007
PROACTIV in Simplified and Traditional Chinese Characters	3, 5	Hong Kong	301550934	7/9/2010
PROACTIV in Simplified Chinese Characters	3, 5	Taiwan	1450946	1/16/2011
	3, 5	Taiwan	01727271	9/01/2015
PROACTIV in Traditional Chinese Characters	3, 5	Taiwan	1450945	1/16/2011
	3, 5	Taiwan	01727272	9/01/2015
PROACTIV PAK	3	Canada	TMA875,713	4/15/2014
PROACTIV SOLUTION	3	Malaysia	2008707	6/23/2014

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International Registered Trademarks -- Owned by Guthy-Renker LLC				
Trademark	**Class(es)**	**Country**	**Registration No.**	**Registration Date**
	5	Malaysia	2008708	6/23/2014
PROACTIV SOLUTION in Korean Characters	3, 5	South Korea	40-712200	6/4/2007
PROACTIV SOLUTION in Simplified and Traditional Chinese Characters	3, 5	Hong Kong	301618191	9/17/2010
PROACTIV SOLUTION in Simplified Chinese Characters	3, 5	Taiwan	1448053	1/1/2011
	3, 5	Taiwan	01740108	11/16/2015
PROACTIV SOLUTION in Traditional Chinese Characters	3, 5	Taiwan	1448052	1/1/2011
	3, 5	Taiwan	01740109	11/16/2015
PROACTIV SOLUTION Stylized	3, 5	Australia	1001420	11/21/2003
	3	Bahrain	46308	2/7/2011
	5	Bahrain	46309	3/10/2011
	3, 5	Bulgaria	73189	2/26/2010
	3, 5	Canada	643,696	7/6/2005
	5	Colombia	285.688	7/29/2004
	3	Guatemala	156,288	4/21/2008
	3, 5	Hong Kong	300109313	8/31/2004
	3	Israel	167,852	3/6/2005
	5	Israel	167,853	3/6/2005
	3	Libya	6089	2/1/2007
	5	Libya	6090	2/1/2007
	5	Malaysia	03015779	1/14/2008
	3	Malaysia	03015778	05/22/2003
	3	Mexico	915,704	1/16/2006
	5	Mexico	1557674	07/24/2015
	3	Mongolia	6136	11/17/2005
	5	Mongolia	10408	6/27/2012
	3, 5	Morocco	100491	11/11/2005
	3, 5	New Zealand	704103	5/10/2004
	3, 5	Nicaragua	0802823 LM	12/11/2008
	5	Sri Lanka	116780	12/5/2003
	3, 5	Suriname	19957	7/6/2007
	3	Taiwan	1108573	7/1/2004
	5	Taiwan	1128709	12/1/2004
	3, 5	Taiwan	01740110	11/16/2015
	3, 5	Ukraine	822 816	9/15/2009
	3	United Arab Emirates	48749	9/26/2004

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International Registered Trademarks -- Owned by Guthy-Renker LLC				
Trademark	**Class(es)**	**Country**	**Registration No.**	**Registration Date**
	5	United Arab Emirates	48682	9/25/2004
PROACTIV SOLUTION + Stylized	5	Mexico	1557674	7/24/2015
PROACTIV Stylized	3, 5	South Korea	40-714886	6/26/2007
PROACTIV Stylized (with underline)	3, 5	South Korea	915246	4/12/2012
SHEER FINISH	3, 5	Canada	TMA685,074	3/29/2007
X OUT	3, 5	Australia	1449465	9/20/2011
	3, 5	New Zealand	849615	3/20/2012
YOU'VE GOT NOTHING TO LOSE BUT THE BLEMISHES	5	Canada	788,028	1/19/2011

U.S. Pending Trademarks -- "Intent-to-Use" Applications – Owned by Guthy-Renker LLC		
Description	**Application No.**	**Filing Date**
I'M PROACTIV	86061578	09/11/13
PROACTIV	85171884	11/08/10
PROACTIV NEXT DAY	85156846	10/20/10
WASH-IN	86528987	02/09/15
X OUT	86404037	09/23/14
GET CLEAR YOUR FRESHMAN YEAR	86798140	10/23/15
WE'RE HERE TO GET YOU CLEAR	86679633	06/30/15

International Pending Trademarks – Owned by Guthy-Renker LLC **				
Mark	**Class(es)**	**Country**	**Application No.**	**Application Date**
PROACTIV	3	Sri Lanka	142225	11/5/2007
PROACTIV BUNDLE	3	Canada	1592763	9/4/2012
PROACTIV SOLUTION Stylized	3	Mexico	1590427	3/19/2015
	3	Sri Lanka	116781	12/5/2003
SMART TARGET	3, 5	Canada	1,669,744	3/26/2014
WASH IN Logo	5	Canada	1740879	8/7/2015
X OUT	3, 5	Canada	1545685	9/29/2011

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

On May 1, 2016, before me, Janet Kirkland Osborn, a Notary Public, personally appeared Dirk W. van de Bunt who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANET KIRKLAND OSBORN
Commission # 1983281
Notary Public - California
San Diego County
My Comm. Expires Jun 24, 2016

Signature

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

On May 1, 2016, before me, Janet Kirkland Osborn, a Notary Public, personally appeared Dirk W. van de Bunt who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANET KIRKLAND OSBORN
Commission # 1983281
Notary Public - California
San Diego County
My Comm. Expires Jun 24, 2016

Signature