

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KR Dermatologics, Inc.		05/02/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pristine Newco, LLC		
Street Address:	6114 La Salle Ave, PMB 442		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2727658	COMBINATION THERAPY	
CORRESPONDENCE DATA			
Fax Number:	6197023188		
<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:	619-689-3055		
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:	06/07/2016		
Total Attachments: 9			
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ASSIGNMENT OF ASSIGNED WORKS

ASSIGNMENT OF ASSIGNED WORKS (the “**Assignment**”) made as of May 2, 2016 by Pristine Newco, LLC, a Delaware limited liability company (“**Assignee**”), KR Dermatologics, Inc., a California corporation (“**KRD**”), Dr. Kathryn Rodan (“**Dr. Rodan**”), Dr. Kathy Fields (“**Dr. Fields**”) and the outstanding stockholders of KRD listed on the signature pages hereto (the “**KRD Stockholders**”). KRD, Dr. Rodan, Dr. Fields and the KRD Stockholders are collectively referred to herein as the “**Assignors**”.

WHEREAS, GR Swiss JV, LLC, Nestlé Skin Health S.A., Assignors and certain other parties are parties to that Purchase Agreement dated as of March 24, 2016 (the “**Purchase Agreement**”) providing for the execution and delivery of this Assignment by Assignors in favor of Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, Assignors desire to assign, respectively, and Assignee desires to receive all right, title and interest in and to the Assigned Works, which include, without limitation, those Intellectual Property rights set forth on Schedules 1 and 2.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees with Assignee as follows:

Each Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of her or its respective right, title and interest in and to each and all of Assigned Works, and all registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Encumbrances in each country in the world, in all media, now existing or created in the future, and for the entire duration of such rights, including any renewals or extensions thereof; 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 rights, interests, claims and demands recoverable in law or equity that each such Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Works, including, without limitation, the right to compromise, sue for and collect such profits and damages; 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 each such Assignor if the Purchase Agreement had not been made. For the avoidance of doubt, nothing herein shall be deemed to transfer any of Assignor’s rights, title and interest to any Intellectual Property related to the Personal Identity Elements or any goodwill value associated with the formulas comprising the Assigned Works that is related to the Personal Identity Elements.

Each of the Assignors shall execute, acknowledge and deliver any other instruments of conveyance and transfer and will take such other reasonable actions as shall be deemed necessary or desirable in Swiss Newco’s sole judgment to give effect to, evidence, defend or perfect (including her or its respective release obligations in accordance with Section 10 of the Purchase Agreement) the assignments contemplated by this Assignment and the Purchase

Agreement, all at the cost and expense of Swiss Newco. Each of the Assignors further agrees that if Assignee is unable to secure signatures to apply for or to pursue any application for any Intellectual Property assigned to Assignee pursuant to this Assignment, then each of them hereby irrevocably designates and appoints Swiss Newco and its duly authorized officers and agents as attorney-in-fact, to act for and on behalf of each of them to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of applications and registrations for the Assigned Works with the same legal force and effect as if executed by each of them, as applicable, all at the cost and expense of Swiss Newco. This Agreement is intended to evidence the consummation of certain transactions contemplated by the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control. All representations and warranties from each Assignor to Assignee in the Purchase Agreement with respect to the Assigned Works assigned above are incorporated herein by reference, and Assignor shall not be deemed to make any other representation or warranty, express or implied, except as explicitly set forth in the Purchase Agreement.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States with respect to federal trademark issues, and with respect to applicable state law, with respect to all other intellectual property issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Assignors and Assignee has, or has caused, this Assignment to be duly executed as of the date first written above.

KRD:

KR DERMATOLOGICS, INC.

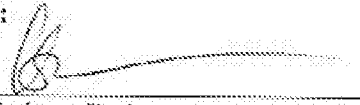
By: 

Name: Kathy Fields

Title: President

[Signature Page to Assignment of Assigned Works]

DR. RODAN:



Dr. Kathryn Rodan

[Signature Page to Assignment of Assigned Works]


DR. FIELDS:





Dr. Kathy Fields

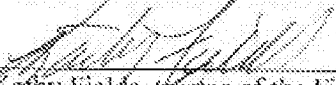
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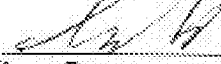
KRD STOCKHOLDERS:

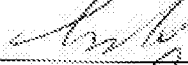

Kathryn Rodan, trustee of the Rodan
Family Living Trust



Arnon Rodan, trustee of the Elana Rodan
2003 Irrevocable Trust

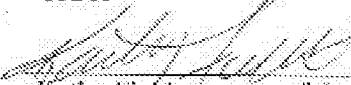

Arnon Rodan, trustee of the Daniela
Rodan 2003 Irrevocable Trust

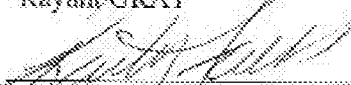

Kathy Fields, trustee of the Fields-Rayant
Family Trust

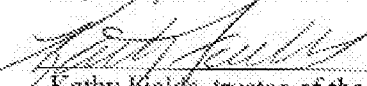

Garry Rayant, trustee of the Richard
Rayant 2003 Irrevocable Trust


Garry Rayant, trustee of the Mark Rayant
2003 Irrevocable Trust


Garry Rayant, trustee of the Garry Rayant
GRAT


Kathy Fields, trustee of the Kathy Fields-
Rayant GRAT


Kathy Fields, trustee of the Richard
Rayant 2012 Grantor Trust


Kathy Fields, trustee of the Mark Rayant
2012 Grantor Trust

[Signature Page to Assignment of Assigned Works]

PRISTINE NEWCO, LLC

By: KR Dermatologics, Inc., its Managing Member

By: 

Name: Kathy Fields

Title: President

[Signature Page to Assignment of Assigned Works]

Schedule 1

Ancillary Formulas

The following formulas:

PROACTIV

1. Skin-lightening lotion
2. Oil-absorbing lotion
3. Tinted spot concealer
4. Anhydrous make-up with salicylic acid
5. Mineral powder
6. Oil Free Moisturizer
7. Gentle facial cleanser (herbal)
8. Medicated shampoo with zinc
9. Herbal hair conditioner
10. Rub-off blackhead removing mask in production
11. 2% sal acid pads for back
12. Retinol night cream
13. Deep Cleansing Face and Body Wash (2% Salicylic Acid)
14. 6% Benzoyl Peroxide Spot Gel
15. 0.5% sal acid for under tape strips
16. Avobenzone sunscreen SPF 15 with Sal Acid
17. Duo-wand concealer and 1% Hydrocortisone

CLEARZONE PRODUCTS

1. Concealer
2. 6% Benzoyl Spot Gel

Schedule 2

The following Trademark: COMBINATION THERAPY (U.S. registration number 2727658, registered June 17, 2003)