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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.211/03/2016  
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ETAS ID: TM404258

<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>
Kevin Berg		10/31/2016	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	dome BEAUTY, LLC		
<b>Street Address:</b>	1201 ORANGE ST		
<b>Internal Address:</b>	STE 600 ONE COMMERCE CENTER		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4934889	EYE JEWELS	
Registration Number:	4793428	DOME DIFFUSED DELIVERY SYSTEM	
Registration Number:	4767720	PRECISION DIFFUSER	
Registration Number:	4767719	THE DIFFUSER	
Registration Number:	4767715	PYRAMID POWDER	
Registration Number:	4767714	PYRAMID PAINT	
Registration Number:	4767712	KOHL DUST	
Registration Number:	4767711	GLASS LASH	
Registration Number:	4767710	MAKE-UP MADE MODERN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2126021338		
<b>Email:</b>	STEFAN@STOYANOV.LAW.COM		
<b>Correspondent Name:</b>	Stefan Stoyanov		
<b>Address Line 1:</b>	757 Third Avenue, 20th Floor		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		

OP \$240.00 4934889

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<b>NAME OF SUBMITTER:</b>	Stefan R Stoyanov
<b>SIGNATURE:</b>	/Stefan R Stoyanov/
<b>DATE SIGNED:</b>	11/03/2016
<b>Total Attachments: 4</b> source=2_Berg to DE LLC (for Recordation)#page1.tif source=2_Berg to DE LLC (for Recordation)#page2.tif source=2_Berg to DE LLC (for Recordation)#page3.tif source=2_Berg to DE LLC (for Recordation)#page4.tif	

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of October 31, 2016 between Kevin Berg (the "Assignor"), a resident of the State of Illinois, and dome BEAUTY, LLC (the "Assignee"), a Delaware limited liability company. The Assignor and Assignee are referred to collectively as the "Parties."

WHEREAS, Assignor made a loan to a predecessor entity of Assignee (the "Predecessor"), as evidenced by a Promissory Note dated on or around May 15, 2016 (the "Note"); and

WHEREAS, as security for the performance of the Predecessor's obligations under the Note, the Predecessor agreed to pledge collateral (the "Collateral"), as described in a Pledge and Security Agreement executed by Assignor and the Predecessor on or around May 15, 2016 (the "Security Agreement") and reproduced hereto and made a part hereof on Annex A; and

WHEREAS, pursuant to the Security Agreement, an Event of Default occurred, Assignor declared all Secured Obligations to be immediately due and payable, and Assignor received from the Predecessor all of the Predecessor's right, title and interest in and to the Collateral; and

WHEREAS, the Collateral includes, but is not limited to certain U.S. trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office, (collectively the "Trademarks") listed on Annex B attached hereto and made a part hereof, of which Assignor was the rightful owner and which Assignor adopted, acquired, and used in a substantially exclusive and continuous manner in its business; and

WHEREAS, Assignor desires to transfer all right, title and interest in and to the Collateral, including the Trademarks, to Assignee, in exchange for a ten percent (10%) ownership interest in Assignee's business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby convey and assign unto Assignee, and Assignee, its successors and assigns hereby accepts all of Assignor's right, title and interest, whether statutory or at common law, in and to the Collateral.
2. With respect to the Trademark portion of the Collateral in particular, Assignor does hereby convey and assign unto Assignee, and Assignee, its successors and assigns hereby accepts all of Assignor's right, title and interest, whether statutory or at common law, in and to the following:
  - a. the Trademarks, together with all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

- b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - d. any and all claims and causes of action, with respect to any of the Trademarks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
3. Assignor further authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment at the request of the Assignor.
  4. Assignor further agrees to execute such further documents as may be reasonably required to record Assignee as the owner of the Trademarks and registrations and applications herein assigned.
  5. The Parties hereto agree that as consideration for Assignor's transfer of the Collateral to the Assignee, Assignor shall receive a ten percent (10%) membership interest in the Assignee. Assignee hereby agrees to do all necessary acts to document the admission of Assignor as a member of the Assignee.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

KEVIN BERG, a resident of the State of Illinois

By: 

Name: Kevin Berg

Title:

dome BEAUTY, LLC, a Delaware limited liability company

By: 

Name: Maribeth Pyne

Title: CEO

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**ANNEX B**

List of Trademarks

U.S. Federal Marks

	Ser. Number	Reg. Number	Word Mark	Registration Date
1	86415705	4934889	Eye Jewels	April 12, 2016
2	86415862	4793428	Dome Diffused Delivery System	August 18, 2015
3	86415907	4767720	precision DIFFUSER	July 7, 2015
4	86415884	4767719	the DIFFUSER	July 7, 2015
5	86415820	4767715	Pyramid Powder	July 7, 2015
6	86415808	4767714	Pyramid Paint	July 7, 2015
7	86415744	4767712	Kohl Dust	July 7, 2015
8	86415723	4767711	Glass Lash	July 7, 2015
9	86415685	4767710	Make-Up Made Modern	July 7, 2015

**Common Law Marks**

dome Beauty™, a standard character mark

Create your beauty. Have no fear.™, a standard character mark

Making Make-Up Modern™, a standard character mark

Star Ruby Eye Jewels™, a standard character mark

Concrete Diamond Shadow™, a standard character mark

Sun Stone Diamond Shadow™, a standard character mark

Black Magic Mascara™, a standard character mark