

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cosmolab, Inc.		04/09/2010	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	A114 Cosmetics, Inc.		
Street Address:	1100 Garrett Road		
City:	Lewisburg		
State/Country:	TENNESSEE		
Postal Code:	37091		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1045707	COSMOLAB	
CORRESPONDENCE DATA			
Fax Number:	2565175285		
<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:	256-517-5142		
Email:	wbabcock@bradley.com		
Correspondent Name:	Frank M. Caprio		
Address Line 1:	200 Clinton Avenue West, Suite 900		
Address Line 4:	Huntsville, ALABAMA 35801		
NAME OF SUBMITTER:	Frank M. Caprio		
SIGNATURE:	/Frank M. Caprio/		
DATE SIGNED:	01/27/2017		
Total Attachments: 4			
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OP \$40.00 1045707

ASSIGNMENT OF TRADEMARKS AND TRADEMARK RIGHTS

ASSIGNMENT OF TRADEMARKS AND TRADEMARK RIGHTS made as of the 9th day of April, 2010 (this "Assignment") by Cosmolab, Inc., a Delaware corporation, Cosmetics Specialties, Inc., a California corporation, and Cosmolab New York, Inc., a Delaware corporation (each an "Assignor" and collectively, the "Assignors"), to All4 Cosmetics, Inc., a Tennessee corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Assignors are the owners of various registered and unregistered trademarks, service marks, trade names, trade dress, logos, business and product names and slogans (including all completed or pending federal, state or foreign registrations, renewal or applications for registration or renewal of any of them) and the registrations set forth on Exhibit A attached hereto (the "Marks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of January 15, 2010 (together with the amendments, supplements, exhibits and schedules thereto, the "Purchase Agreement") between Assignee and Assignors, Assignors desire to assign, transfer, convey and deliver, and Assignee desires to acquire, all Assignors' right, title and interest in and to all such Marks;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, Assignors hereby sell, transfer, convey and assign to the Assignee, its legal representatives, successors and assigns:

- (i) all of the Assignors' right, title and interest in and to the Marks, including, but not limited to, all of the Assignors' right, title and interest with regard to the ownership, renewal, protection, use and exploitation of the same, together with the goodwill of the Business appurtenant thereto and symbolized by the Marks and the right to apply for registrations thereof;
- (ii) all income, damages, or payments now or hereafter due or payable with respect to the Marks; and
- (iii) all claims, causes of action, actions, suits, or other proceedings, in law or in equity, for, past, present or future infringement of the Marks, whether or not said Marks have been registered in the Patent and Trademark Office of the United States of America.

Assignors hereby irrevocably constitute and appoint Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignors, with full power of substitution, in the name of Assignors or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, solely to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that it and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Marks, including the right to sue for infringement of the Marks, including past infringements, and to do all such acts and things in relation thereto as its successors, legal representatives or assigns shall

deem desirable. Assignors shall fully cooperate with and assist Assignee in such proceedings. Assignors hereby declare that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignors or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of Assignors, or in any other manner or for any other reason. The intent of this Assignment is to substitute the Assignee in the place of Assignors.

This instrument is executed by, and shall be binding upon, Assignors, their successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

Assignors and Assignee agree to execute all papers and to perform such other proper acts as Assignee may deem necessary to record the assignment made by this Assignment.

Assignors, from time to time after the Closing, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Marks. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of the Purchase Agreement.

This Assignment is subject in all events to the terms and conditions of the Purchase Agreement and in the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

Any claims and causes of action arising with respect to this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof that would require the application of the law of any other jurisdiction.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Any executed counterpart delivered by facsimile or other means of electronic transmission shall be deemed an original for all purposes.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be duly executed and delivered as of the date first set forth above by their representatives thereunto duly authorized.

COSMOLAB, INC.

By: *Michael J. Musso*
Michael J. Musso, Interim Chief Executive Officer
and Chief Restructuring Officer

COSMETICS SPECIALTIES, INC.

By: *Michael J. Musso*
Michael J. Musso, Interim Chief Executive Officer
and Chief Restructuring Officer

COSMOLAB NEW YORK, INC.

By: *Michael J. Musso*
Michael J. Musso, Interim Chief Executive Officer
and Chief Restructuring Officer

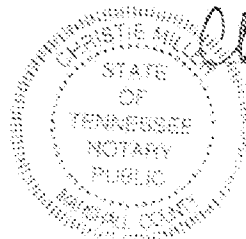
ACKNOWLEDGMENT

STATE OF TENNESSEE)

COUNTY OF Marshall)

On April 9, 2010, before me personally appeared Michael J. Musso, the Interim Chief Executive Officer and Chief Restructuring Officer of Cosmolab, Inc., Cosmetics Specialties, Inc., and Cosmolab New York, Inc., personally known to me to be the persons whose name are subscribed to the within instrument, and each acknowledged to me that they executed the within instrument with authority of the Board of Directors in their capacity to act on behalf of said corporations, and that, by their signature on the within instrument, the person or entity on behalf of which they acted executed the within instrument.

Sworn to before me this 9th day of April, 2010



Christie Miller
Notary Public

Cosmolab Trademarks

Issued Trademarks

Country	Mark	Class	Serial No.	Reg. No.	Reg. Date	Owner
Canada	COSMOLAB	-		TMA250018	8/29/80	Cosmolab, Inc.
USA	COSMOLAB	3	73/062,265	1045707	8/10/76	Cosmolab, Inc.
USA	COSMOLAB	3	72/388,230	0941652	8/22/72	Cosmolab, Inc.
USA	COSMO	3	73/062,266	1045202	8/03/76	Cosmolab, Inc.
South Africa	COSMOLAB	3		80/4423	7/8/1980	Cosmolab, Inc. (subject to verification)

Pending Trademarks

Country	Mark	Class	Application / Serial No.	Filing Date	Status	Owner
USA	ECOLICIOUS	3	77/434,630	3/28/08	Notice of allowance issued 11/24/09	Cosmolab, Inc.
USA	DIVALICIOUS	3	77/434,592	3/28/08	Extension of time to oppose granted	Cosmolab, Inc.
Taiwan	Cosmolab	3	098056770	12/18/2009	Application Filed 12/18/2009	Cosmolab, Inc.
People's Republic of China	Cosmolab	3	HK012TA09059007	12/18/2009	Application Filed 12/18/2009	Cosmolab, Inc.
Hong Kong	Cosmolab	3	301502414	12/17/2009	Application Filed 12/17/2009	Cosmolab, Inc.

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