

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414097

<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>
Schwan Cosmetics USA, Inc.		01/03/2017	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Schwan-STABILO Cosmetics GmbH & Co. KG		
<b>Street Address:</b>	Schwanweg 1		
<b>City:</b>	Heroldsberg		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	90562		
<b>Entity Type:</b>	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1045707	COSMOLAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	256-517-5142		
<b>Email:</b>	wbabcock@bradley.com		
<b>Correspondent Name:</b>	Frank M. Caprio		
<b>Address Line 1:</b>	200 Clinton Avenue West, Suite 900		
<b>Address Line 4:</b>	Huntsville, ALABAMA 35801		
<b>NAME OF SUBMITTER:</b>	Frank M. Caprio		
<b>SIGNATURE:</b>	/Frank M. Caprio/		
<b>DATE SIGNED:</b>	01/30/2017		
<b>Total Attachments: 2</b>			
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OP \$40.00 1045707

## ASSIGNMENT OF TRADEMARKS AND TRADEMARK RIGHTS

ASSIGNMENT OF TRADEMARKS AND TRADEMARK RIGHTS (this "Assignment") by Schwan Cosmetics USA, Inc. (the "Assignor") to Schwan-STABILO Cosmetics GmbH & Co. KG ("Assignee")

WHEREAS, the Assignor is the owner of the two registered trademarks No. 1,045,707 and 941,652 "COSMOLAB" (the "Marks"); and

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, Assignor hereby sells, transfers, conveys and assigns to the Assignee, its legal representatives, successors and assigns as of this date 3<sup>rd</sup> January 2017:

(i) all of the Assignor's right, title and interest in and to the Marks, including, but not limited to, all of the Assignor's 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.

Assignor hereby irrevocably constitute and appoint Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor 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. Assignor shall fully cooperate with and assist Assignee in such proceedings. Assignor 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 Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of Assignor, or in any other manner or for any other reason. The intent of this Assignment is to substitute the Assignee in the place of Assignor.

This instrument is executed by, and shall be binding upon, Assignor, 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.

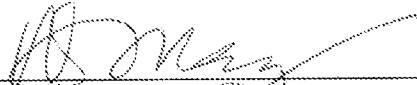
Assignor and Assignee agree to execute all papers and to perform such other proper acts as Assignee may deem necessary to record the assignment made by this Assignment.

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 Tennessee, 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.

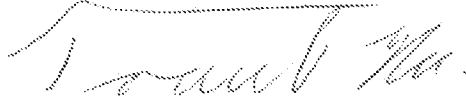
**IN WITNESS WHEREOF**, Assignor have caused this Assignment to be duly executed and delivered as of the date first set forth above by their representatives thereunto duly authorized.

**Schwan Cosmetic USA**

By:   
Title: MANAGING DIRECTOR

**Schwan-STABILO Cosmetics GmbH & Co. KG**

  
By: ppa. Sebastian Meyer, LL.M.  
Title: Director Law, Compliance & Patents

  
By: ppa. Dr. Hansjörg Traub  
Title: Director Patents