

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415261

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		01/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Proactiv Company Sàrl		
Street Address:	Avenue Gratta-Paille 2		
City:	1018 Lausanne		
State/Country:	SWITZERLAND		
Entity Type:	société à responsabilité limitée: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3944458	SECRET BLEND	
CORRESPONDENCE DATA			
Fax Number:	6197026859		
<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:	619-685-3055		
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:	02/07/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of this 17th day of January, 2017 ("Effective Date") by and between Guthy-Renker LLC, a limited liability company organized and existing under the laws of the state of Delaware (the "Assignor") and The Proactiv Company Sàrl, a Société à responsabilité limitée organized and existing under the laws of Switzerland (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor has registered those certain trademarks listed on Schedule 1 attached hereto and made a part hereof (the "Marks");

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Marks;

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Marks; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, the Parties hereto agree as follows:

1. ASSIGNMENT OF MARKS.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Marks referred to in Schedule 1 hereto;
- (b) the registrations and applications for registrations for such Marks;
- (c) any goodwill in and to such Marks; and
- (d) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Marks;

- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered the Marks or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Marks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Marks purportedly assigned in Section 1.

3. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a reasonable request from the Assignee, provide the Assignee with a complete copy of all non-privileged documentation (in any format selected by Assignor) relating to the Marks and in Assignor's possession for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on reasonable request and at Assignee's expense:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Marks, reasonably necessary to record the assignment in the United States and throughout the world;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and

- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a trademark on any of the Marks and/or on any continuing, divisional, or reissue applications thereof.

5. NO FURTHER USE OF MARKS.

After the Effective Date, the Assignor agrees to make no further use of the Marks or any marks confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Marks.

6. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

7. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

8. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor: Guthy-Renker LLC
 c/o Guthy-Renker Ventures LLC
 100 N. Sepulveda Blvd., Suite 1900
 El Segundo, CA 90245
 Attn: General Counsel

If to the Assignee: The Proactiv Company Sàrl
 Avenue de Gratta-Paille 2
 Lausanne 1018, Switzerland
 Attn: General Counsel

9. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

This Agreement shall be governed, construed and interpreted in accordance with the Laws of the state of California, without giving effect to choice of law rules. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contemplated hereby exclusively in courts of the State of California or the Federal courts of the United States of America located in the State of California (the "Chosen Courts"), and solely in connection with claims arising under this Agreement or the transactions contemplated hereby (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto and (d) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 9 of this Agreement. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

11. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

12. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule I, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

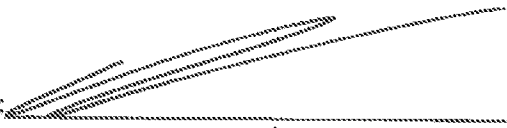
13. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

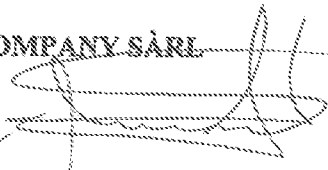
Signatures follow below

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR: GUTHY-RENKER LLC

By: 
Name: Stephane Blackman
Title: General Counsel

ASSIGNEE: THE PROACTIV COMPANY SARL

By: 
Name: Christian MATTON
Title: Vice-President & Corporate General Counsel

SCHEDULE 1

LIST OF TRADEMARKS AND/OR SERVICE MARKS

Trademark Registrations in the United States:

Trademark / Service Mark	Registration / Serial Number	Date of Filing / Date of Registration
Secret Blend	77045995	April 12, 2011

Trademark Registrations in Rest of World:

Trademark / Service Mark	Registration / Serial Number	Date of Filing / Date of Registration
Secret Blend	Canada - TMA850844	May 5, 2014