

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM427341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kingdom Animalia, LLC		03/01/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Outside In LLC		
Street Address:	1241 ELECTRIC AVE		
City:	VENICE		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86955272	LANGUAGE	
Serial Number:	86956056	THE GREEN RAY	
Serial Number:	86956071	MAN'S ROSE	
Serial Number:	86956084	EARTH AFTER RAIN	
Serial Number:	86956093	BEAUTIFUL CREATURE	
Serial Number:	86957572	SUNLIGHT THROUGH TREES	
Serial Number:	87097282	UNDISCOVERED ROSE	
Serial Number:	86963452	OUTSIDE IN	
CORRESPONDENCE DATA			
Fax Number:	8659786480		
<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:	8659786480		
Email:	rrobinson@robinsoniplaw.com		
Correspondent Name:	Robinson IP Law, PLLC		
Address Line 1:	9724 Kingston Pike, Suite 1403		
Address Line 4:	Knoxville, TENNESSEE 37922		
ATTORNEY DOCKET NUMBER:	00.02003.0406		
NAME OF SUBMITTER:	Michael E. Robinson		

OP \$215.00 86955272

SIGNATURE:	/michael e robinson/
DATE SIGNED:	05/12/2017
Total Attachments: 4 source=02003-20170505-corres-ExecutedAssignment#page1.tif source=02003-20170505-corres-ExecutedAssignment#page2.tif source=02003-20170505-corres-ExecutedAssignment#page3.tif source=02003-20170505-corres-ExecutedAssignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is entered into effective as of March 1, 2017 ("Effective Date"), by and between Kingdom Animalia, LLC, a California limited liability company, dba Hourglass Cosmetics ("Assignor"), and Outside In LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which Assignor agreed to sell to Assignee the Purchased Assets as set forth on Exhibit A of the Purchase Agreement. All capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the sale of the Purchased Assets to Assignee, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in and to the trademarks owned by Assignor relating to Assignor's "Inside Out" line of business described on Schedule A attached hereto (the "Trademarks").

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

Assignor hereby sells, assigns, transfers, and relinquishes to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks together with the goodwill associated therewith, and all applications and/or registrations therefor, including all of Assignor's rights to sue and recover for damages arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill, free and clear of any and all Liens, other than the Permitted Lien.

Assignor hereby agrees to execute upon the request of Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Trademark Assignment in and to the Trademarks, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or the corresponding entity in any other country.

This Trademark Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Trademark Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Trademark Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Trademark Assignment and the performance hereunder shall be governed by and construed in accordance with the laws of the State of California. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Signature pages transmitted by facsimile, e-mail or other electronic means shall be deemed to be originals.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Kingdom Animalia, LLC, a California limited liability company, dba Hourglass Cosmetics .

By: 

Name: Josh Rosenzweig

Title: CFO & COO

ASSIGNEE:

Outside In LLC, a Delaware limited liability company

By: 

Name: Carisa Janes Levitt

Title: Manager

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademarks

Trademarks

Please see attached.

