

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ulta Salon, Cosmetics & Fragrance, Inc.		05/11/2015	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Studio Gear Cosmetics, Inc.		
Also Known As:	Studio Gear		
Street Address:	400 South Ave STE 2		
City:	Middlesex		
State/Country:	NEW JERSEY		
Postal Code:	08846		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1845012	STUDIO GEAR	
CORRESPONDENCE DATA			
Fax Number:	N/A		
<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:	7328681000		
Email:	nmerrill@studiogearcosmetics.com		
Correspondent Name:	Nancy Merrill		
Address Line 1:	400 South Ave STE 2		
Address Line 4:	Middlesex, NEW JERSEY 08846		
NAME OF SUBMITTER:	Nancy Merrill		
SIGNATURE:	/Nancy Merrill/		
DATE SIGNED:	08/09/2017		
Total Attachments: 5			
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ASSIGNMENT

This Assignment ("Assignment") is made effective as of August 1, 2011 from Ulta Salon, Cosmetics & Fragrance, Inc. (f/k/a Ulta³ Cosmetics & Salon, Inc.), a corporation organized and existing under the laws of the state of Delaware, with an address at 1000 Remington Boulevard, Bolingbrook, Illinois 60440 ("Assignor") to Studio Gear Cosmetics, Inc., a corporation organized and existing under the laws of the state of New Jersey, with an address at 400 South Avenue, Suite 2, Middlesex, New Jersey 08846 ("Assignee"):

WHEREAS, Assignor is the owner of the United States trademark registration, STUDIO GEAR, Registration No. 1,845,012 ("the Mark"), together with the goodwill of the business symbolized by the Mark; and

WHEREAS, in accordance with Section 7(a) of the License and Distribution Agreement dated May 3, 1996 between Assignor and Assignee (the "License Agreement"), Assignor desires to convey, transfer, assign, deliver and contribute to Assignee fifty (50%) percent of its rights, title, and interest in and to the Mark, subject to (1) Assignor's right to the assignment thereof back to Assignor pursuant to Sections 7(b), 9(a) and 11 of the License Agreement, and (2) Assignee's acknowledgement of, and compliance with, those provisions of Section 7 of the License Agreement governing joint ownership, management, maintenance and enforcement of the Mark (the conditions and obligations referenced (1) and (2) above, collectively, the "Assignment Conditions").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee fifty (50%) percent of Assignor's rights, title, and interest in and to the Mark, together with fifty (50%) percent of (1) the goodwill of the business relating thereto; (2) all future (but excluding

past or previously accrued) income, royalties, and damages hereafter payable to Assignor with respect thereto, including without limitation, payments for future infringements thereof; and (3) all rights to sue for future (but excluding past) infringements thereof, in each case, subject to the Assignment Conditions.

Assignor agrees to execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee fifty (50%) percent of its rights, title and interest in the Mark.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment, as of the day and year first above written.

ULTA SALON, COSMETICS &
FRAGRANCE, INC. (f/k/a/ Ulta³
Cosmetics & Salon, Inc.)


By: _____

Title: *SVI, General Counsel & Secy*

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is between Ulta Salon, Cosmetics & Fragrance, Inc., ("Assignor"), a Delaware corporation having an address of 1000 Remington Boulevard, Suite 120, Bolingbrook, Illinois 60440, and Studio Gear Cosmetics, Inc. ("Assignee"), a New Jersey corporation, having an address of 400 South Avenue, Suite 2, Middlesex, New Jersey 08846.

WHEREAS, Assignor is an owner of fifty (50%) percent of the right, title and interest in U.S. Trademark Registration No. 1,845,012 for the mark STUDIO GEAR (the "Trademark"); and

WHEREAS, Assignor desires to assign its rights, title and interest in the Trademark with which the Trademark is used, throughout the world to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademark.

Now, therefore in consideration of the mutual promises set forth herein, Assignor and Assignee agree as follows:

1. Assignee shall pay Assignor \$1,000.00 within ten (10) days of execution of this Assignment by Assignee.
2. In exchange for the good and valuable consideration above by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademark throughout the world together with the goodwill and the business associated with said Trademark thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee,

for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

In witness of this assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the ____ day of April ___, 2015.

ULTA SALON, COSMETICS & FRAGRANCE, INC.,
A DELAWARE CORPORATION ASSIGNOR

By: [Signature]
Name: Scott M. Senhouser
Title: CFO
Date: 6/11/15

STUDIO GEAR COSMETICS, INC.,
A NEW JERSEY CORPORATION

By: [Signature]
Name: Richard Conin
Title: CEO
Date: 7/15/15

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