

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440166

<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>
NYX, Los Angeles Inc.		01/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	L'Oreal USA Creative, Inc.		
<b>Street Address:</b>	10 Hudson Yards		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87214364	BORN TO GLOW	
<b>Serial Number:</b>	87205659	CAKE THAT!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-984-4177		
<b>Email:</b>	lisa.gigliotti@loreal.com		
<b>Correspondent Name:</b>	Lisa M. Gigliotti		
<b>Address Line 1:</b>	L'Oreal USA Creative, Inc.		
<b>Address Line 2:</b>	10 Hudson Yards		
<b>Address Line 4:</b>	New York, NEW YORK 10001		
<b>NAME OF SUBMITTER:</b>	Edward Longobardi		
<b>SIGNATURE:</b>	/Edward Longobardi/		
<b>DATE SIGNED:</b>	08/22/2017		
<b>Total Attachments: 1</b>			
source=NYX, Los Angeles Inc. executed Trademark Assignment#page1.tif			

CH \$65.00 87214364

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made, effective as of 12:01 am on January 1, 2017, by NYX, Los Angeles Inc., a Delaware corporation ("Assignor"), in favor of L'Oréal USA Creative, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the exclusive owner of the following United States trademark applications:

Mark:	Serial Number:
BORN TO GLOW	87/214,364
CAKE THAT!	87/205,659

together with all goodwill associated therewith (collectively, the "Trademarks");

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

1. Transfer of Trademarks. Assignor hereby assigns to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Trademarks, including the right to recover for past, present and future infringements pertaining to the use thereof, together with all goodwill associated with, corresponding to, symbolized by and embodied in the Trademarks. Assignor does hereby acknowledge that Assignee is a successor to the portion of the business of Assignor to which the Trademarks pertain, and that said business is ongoing and existing.

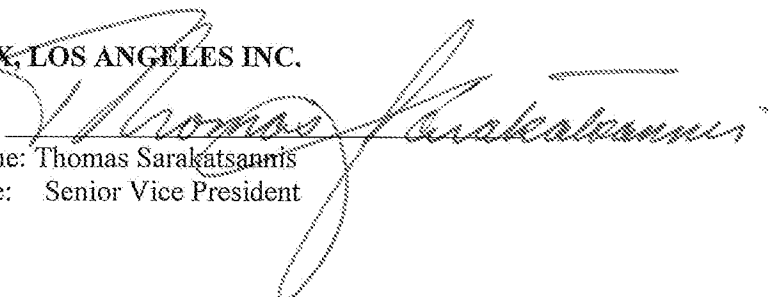
2. Facilitation of Transfer. Assignor agrees, upon reasonable request from Assignee, that Assignor will, without charge to Assignor and at Assignee's sole expense, (i) provide whatever documentation Assignor may have relating to or supporting the chain of title and use of the Trademarks, including without limitation Assignor's date of first use of the Trademarks and such use thereafter, and (ii) sign any confirmatory assignments, take all rightful oaths, and do all lawful acts which may be reasonably necessary for vesting title to the Trademarks in Assignee, including without limitation, by executing any documents which Assignee deems reasonably necessary to correct the chain of title with respect to such trademarks.

3. Recordation of Assignment. Assignor will cooperate with Assignee to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Assignee, including without limitation, the United States Patent and Trademark Office.

4. Binding Effect. This assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this assignment effective as of the date first above written.

NYX, LOS ANGELES INC.

By:   
Name: Thomas Sarakatsannis  
Title: Senior Vice President