

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467638

<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>
NUDE SKINCARE LIMITED		03/23/2017	ENGLISH LIMITED COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COUNTER BRANDS, LLC		
<b>Street Address:</b>	2803 Colorado Avenue		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87169419	NUDE	
<b>Serial Number:</b>	86318918	YOUR SKIN CRAVES IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	055622-3		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/kja/		
<b>DATE SIGNED:</b>	03/29/2018		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of March 23, 2017, by and between NUDE Skincare Limited, an English limited company ("Assignor"), as assignor, in favor of Counter Brands LLC, a Delaware limited liability company ("Assignee"). For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademark Rights. Assignor hereby conveys, sells, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, designs and logos set forth on Schedule I attached hereto (collectively, the "Trademarks"), together with the goodwill and other intangible rights associated therewith, and all common law and statutory rights, title and interest in and to the Trademarks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past, present and future infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks, provided that, with respect to any United States intent-to-use trademark applications for which an affidavit of use has not yet been filed, the transfer and assignment of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications. Assignor hereby authorizes Assignee, and its successors and assigns, to the fullest extent permitted by applicable law, to file in Assignee's own name applications for trademark and service mark registration in the United States and in foreign countries in connection with the Trademarks, and to secure in Assignee's own name the registrations granted thereon.

2. Recordation. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States (including any official empowered or authorized by international agreement or convention to issue patents pursuant to such agreement or convention), whose duty it is to issue trademarks, to record Assignee as the owner of any trademarks or trademark applications included in the schedule of Trademarks at Schedule I. Assignor shall provide all assistance reasonably requested by Assignee, at Assignee's expense, in the establishment, registration, maintenance, preservation and enforcement of Assignee's rights in or to the Trademarks.

3. Further Acts. Assignor shall execute or cause to be executed any additional documents, have its execution of this or any additional document notarized, and take or cause to be taken any further actions reasonably requested by Assignee to carry out the intent and purpose of this Assignment.

4. Multiple Counterparts; E-Signature. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered electronically (whether by PDF (which may include an electronic signature) or otherwise) or by facsimile shall be binding

to the same extent as an original signature page. Any party who delivers such a signature page agrees to later deliver an original counterpart to the other party if so requested.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Assignment (and any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of California without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

ASSIGNOR: NUDE Skincare Limited, an English limited company

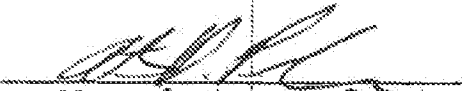
By:

  
Name: S. Gregg Renfrew  
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

ASSIGNEE: Counter Brands LLC, a Delaware limited liability company

By:

  
Name: Anthony D. Prudhomme  
Title: Chief Financial Officer

Schedule

<b>Trademark</b>	<b>Status</b>	<b>Application No. Application Date</b>
NUDE	Pending	87169419 9/13/2016
YOUR SKIN CRAVES IT	Pending	86/318918 6/24/2014