

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPIRAL STAIRCASE, LLC		05/24/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	L'OREAL USA CREATIVE, INC.		
Street Address:	10 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5280918	PULPRIOT	
Serial Number:	87332265	PULPRIOT	
Registration Number:	5083613	PULP RIOT	
Serial Number:	87765231	FACTION8	
Serial Number:	87464898	BLANK CANVAS	
Serial Number:	87437454	BLONDEAF	
Serial Number:	87332270	PULP RIOT LAB	
Serial Number:	87332297	PULPRIOT LAB	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8071		
Email:	juan.arias@weil.com		
Correspondent Name:	Lauren Springer		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	L. Springer -39200.0112		

CH \$215.00 5280918

NAME OF SUBMITTER:	Lauren Springer
SIGNATURE:	/Lauren Springer/
DATE SIGNED:	05/29/2018
Total Attachments: 5 source=IP Assignment Agreement - Spiral Staircase US Marks_#page1.tif source=IP Assignment Agreement - Spiral Staircase US Marks_#page2.tif source=IP Assignment Agreement - Spiral Staircase US Marks_#page3.tif source=IP Assignment Agreement - Spiral Staircase US Marks_#page4.tif source=IP Assignment Agreement - Spiral Staircase US Marks_#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), dated as of May 24, 2018, is by and among Spiral Staircase, LLC, a limited liability corporation organized under the laws of the State of California (“Assignor”), and L’Oreal USA Creative, Inc., a Delaware corporation (“Assignee”).

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of May 24, 2018, by and among L’Oreal USA, Inc., Assignor, Butterfly Loft Inc., the Specified Owners and the Owner Representative (the “Purchase Agreement”);

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, and Assignee (an affiliate of L’Oreal USA, Inc.) agreed to purchase, the Purchased Assets, including the registered Marks and pending applications for registration of Marks, set forth on Exhibit A (collectively, the “Assigned IP”); and

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 9.1(i) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns and transfers to Assignee its entire worldwide right, title and interest in and to the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Filing and Recordation. The parties hereto agree that Assignee shall, at its sole cost and expense, promptly file and record this Assignment, or the equivalent of this Assignment to the extent required with the United States Patent and Trademark Office as necessary to record Assignee as the assignee and owner of the Assigned IP.
3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

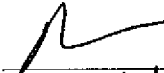
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

Spiral Staircase, LLC

By: 
Name: David Thurston
Title: CEO

ASSIGNEE

L'Oreal USA Creative, Inc.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

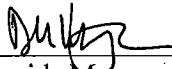
ASSIGNOR

Spiral Staircase, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE

L'Oreal USA Creative, Inc.

By:  _____
Name: David Morgan
Title: Senior Vice President,
Business Development

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT - SPRIAL STAIRCASE US MARKS]

EXHIBIT A
ASSIGNED IP

Registered Marks and Pending Applications

Trademark	Country	Status	Filing Date	Application No.	Registration Date	Registration No.	Owner
PULPRIOT	United States	Registered	2/10/2017	87332264	9/5/2017	5280918	Spiral Staircase, LLC
PULPRIOT	United States	Allowed	2/10/2017	87332265			Spiral Staircase, LLC
PULP RIOT	United States	Registered	11/14/2015	86820498	11/15/2016	5083613	Spiral Staircase, LLC
FACTION8	United States	Pending	1/22/2018	87765231			Spiral Staircase, LLC
BLANK CANVAS	United States	Allowed	5/25/2017	87464898			Spiral Staircase, LLC
BLONDEAF	United States	Allowed	5/4/2017	87437454			Spiral Staircase, LLC
PULP RIOT LAB	United States	Allowed	2/10/2017	87332270			Spiral Staircase, LLC
PULPRIOT LAB	United States	Allowed	2/10/2017	87332297			Spiral Staircase, LLC