

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477015

<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>
BH Cosmetics, LLC		01/30/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Illuminate Cosmetics LLC		
<b>Street Address:</b>	c/o Stone, Genow, Smelkinson, Binder & Christopher, LLP		
<b>Internal Address:</b>	9665 Wilshire Boulevard, Fifth Floor		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90212		
<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>Registration Number:</b>	5066005	ILLUMINATE BY ASHLEY TISDALE	
<b>Registration Number:</b>	5261595	ILLUMINATE BY ASHLEY TISDALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138960400		
<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>	213-891-0700		
<b>Email:</b>	ipdocket@buchalter.com, sstrauss@buchalter.com, aharvey@buchalter.com		
<b>Correspondent Name:</b>	Stephen J. Strauss		
<b>Address Line 1:</b>	Buchalter.		
<b>Address Line 2:</b>	1000 Wilshire Boulevard, Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	11679-5001		
<b>NAME OF SUBMITTER:</b>	Stephen J. Strauss		
<b>SIGNATURE:</b>	/Stephen J. Strauss/		
<b>DATE SIGNED:</b>	06/06/2018		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment"), made and entered into as of January 30, 2018 (the "Effective Date") is by and between BH COSMETICS, LLC., a California corporation having a business address at 2801 Burton Avenue, Burbank, California 91504 ("Assignor") and ILLUMINATE COSMETICS LLC, a Delaware Limited Liability Company, having a business address c/o Stone, Genow, Smelkinson, Binder & Christopher, LLP, 9665 Wilshire Blvd., Fifth Floor, Beverly Hills, California 90212 ("Assignee").

WHEREAS, Assignor is the owner of the trademark set forth on Schedule A attached hereto and incorporated by reference herein, which is registered before the United States Patent and Trademark Office (the "Assigned Mark") and;

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in and to the Assigned Mark.

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

1. Assignor hereby conveys, transfers, assigns and delivers to Assignee, free and clear of all liens, (i) all of Assignor's rights, title and interest in and to the Assigned Mark, including the registrations and applications for registration thereof, together with all the goodwill of the business connected with the use thereof and symbolized thereby, (ii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation or impairment of any of the foregoing, and the right to sue or otherwise recover therefor, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, the same to be held, used and enjoyed by Assignee, its successors and assigns or its legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor shall execute and deliver, without additional consideration, such documents consistent therewith as Assignee may reasonably request, and take any and all other actions necessary to effectively convey, transfer and assign to Assignee (or to effectively record or evidence the same) the Assigned Mark.

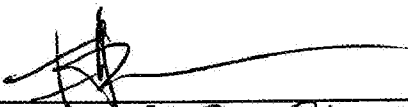
3. Assignor hereby authorizes and requests that the United States Patent and Trademark Office record this Assignment.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed entirely within that state.

[signature page follows]

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

BH COSMETICS, LLC.

By:   
Name FRED SADOVSKIY  
Title CEO

**SCHEDULE A**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
ILLUMINATE BY ASHLEY TISDALE	5066005	October 18, 2016
ILLUMINATE BY ASHLEY TISDALE	5261595	August 8, 2017