

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Olivo Laboratories, LLC		01/10/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Shiseido Americas Corporation		
Street Address:	301 Route 17 North, 10th Floor		
City:	Rutherford		
State/Country:	NEW JERSEY		
Postal Code:	07070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87166209	XPL	
CORRESPONDENCE DATA			
Fax Number:	2122468959		
<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:	2127083460		
Email:	slebson@ladas.com		
Correspondent Name:	Ladas & Parry		
Address Line 1:	1040 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	A18TMA05523-US		
NAME OF SUBMITTER:	Scott Lebson		
SIGNATURE:	/sjl/		
DATE SIGNED:	09/07/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Agreement*") is made as of January 10, 2018 (the "*Effective Date*") by and between Olivo Laboratories, LLC, a Delaware limited liability company ("*Assignor*") and Shiseido Americas Corporation, a Delaware corporation ("*Assignee*"). Assignors and Assignee also may be referred to herein individually as a "*party*" and collectively as the "*parties*." Capitalized terms used and not defined herein will have the same meaning as ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

- A. Assignor owns and operates the Business;
- B. Pursuant to the Asset Purchase Agreement by and between Assignor and Assignee, dated as of December 29, 2017 (the "*Asset Purchase Agreement*"), Assignee will acquire and assume from Assignor all of the Purchased Assets and Assumed Liabilities, all on the terms and subject to the conditions set forth in the Asset Purchase Agreement;
- C. Assignor holds certain intellectual property rights relating to the Business and Assignor desires to assign its right, title, and interest in all such intellectual property rights to Assignee;

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1. Assignment. Assignor agrees to assign, transfer, convey, deliver and set over to Assignee, and hereby irrevocably assigns, transfers, conveys, delivers and sets over to Assignee, and its successors, assigns and other legal representatives, all of Assignor's right, title and interest in and to the Purchased Intellectual Property (as defined in the Asset Purchase Agreement, which for purposes of this Agreement, includes without limitation, the registered Trademarks and Trademark applications listed on the attached Appendix 1, and the registered Patents and Patent applications listed on the attached Appendix 2), together with the goodwill of the Business associated therewith, any foreign counterparts or equivalents thereto, existing now or in the future, renewals and extensions of any of the foregoing and any Purchased Intellectual Property that may be registered upon or issue from any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future misappropriation, infringement or other unauthorized use of the Purchased Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.
- 2. Authorization. Assignor authorizes and requests the United States Copyright Office, the United States Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record Assignee as the assignee and owner of the Purchased Intellectual Property, and to register or issue any and all Purchased

Intellectual Property thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions, registrations, renewals, filings or equivalent to any of the foregoing for any of the Purchased Intellectual Property; (b) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement, misappropriation or other proceedings that may arise in connection with any of the Purchased Intellectual Property, including, but not limited to, testifying as to any facts relating to the rights assigned in this Agreement; (c) obtaining any additional protection for any of the Purchased Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Agreement in the United States and any and all applicable foreign jurisdictions.
4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
5. Dispute Resolution. This Agreement is governed by and subject in all respects to the Asset Purchase Agreement and in the event that the terms of this Agreement conflict with the terms of the Asset Purchase Agreement, this Agreement will govern. Any claim, controversy or other matter in question arising from this Agreement will be resolved pursuant to Section 12.12 of the Asset Purchase Agreement.
6. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The electronic transmission of any signed original counterpart of this Agreement shall be deemed to be the delivery of an original counterpart of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the parties has executed and delivered this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

OLIVO LABORATORIES, LLC

By: 
Name: Amy Schulman
Title: CEO

ASSIGNEE:

SHISEIDO AMERICAS CORPORATION

By: _____
Name: Marc Rey
Title: President & Chief Executive Officer

IN WITNESS WHEREOF, each of the parties has executed and delivered this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

OLIVO LABORATORIES, LLC

By: _____
Name:
Title:

ASSIGNEE:

SHISEIDO AMERICAS CORPORATION

By: _____
Name: Marc Rey
Title: President & Chief Executive Officer

UNITED STATES OF AMERICA

SCHEDULE

XPL

Application No. 87166209