

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM503895

<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>
Conair Corporation		12/21/2018	Corporation: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Ryzman Family Partnership
<b>Street Address:</b>	2220 Gaspar Avenue
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90040
<b>Entity Type:</b>	Limited Partnership: CALIFORNIA

<b>PROPERTY NUMBERS Total: 28</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1730574	SATIN SMOOTH
Registration Number:	4769789	SATIN SMOOTH
Registration Number:	4313160	SATIN SMOOTH
Registration Number:	4317989	SATIN SMOOTH
Registration Number:	2339198	SATIN SMOOTH
Registration Number:	4544305	SATIN SMOOTH
Registration Number:	4388671	SATIN SMOOTH BESMOOTH
Registration Number:	4309860	SATIN SMOOTH BEBARE
Registration Number:	4475710	SATIN SMOOTH ULTIMATE
Registration Number:	4533706	SATIN SMOOTH ULTIMATE
Registration Number:	4721507	S SATIN SMOOTH SKIN CARE
Registration Number:	2722682	SATIN CLEANSER
Registration Number:	2783138	SATIN HYDRATE
Registration Number:	2725953	SATIN RELEASE
Registration Number:	4761514	SUDDENLY SMOOTH
Registration Number:	4609892	SUDDENLY SMOOTH
Registration Number:	3934617	SUDDENLY SMOOTH
Registration Number:	4633185	HYDRASONIC
Registration Number:	4817466	SELECT A TEMP

OP \$715.00 1730574

Property Type	Number	Word Mark
Registration Number:	5110593	DERMARADIANCE
Registration Number:	4237624	DERMARADIANCE
Registration Number:	4923582	AXP33
Registration Number:	2955599	CALENDULA GOLD
Registration Number:	4032366	SMOOTHSCULPT
Registration Number:	2833030	SATIN COOL
Registration Number:	4507125	SATINY SMOOTH
Registration Number:	1928202	SATINY SMOOTH
Serial Number:	88180107	SOLESONIC

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 3109989100

**Email:** lp@conklelaw.com

**Correspondent Name:** Mark D. Kremer

**Address Line 1:** 3130 Wilshire Blvd., Suite 500

**Address Line 4:** Santa Monica, CALIFORNIA 90403

<b>NAME OF SUBMITTER:</b>	Mark D. Kremer
<b>SIGNATURE:</b>	/Mark D. Kremer/
<b>DATE SIGNED:</b>	12/31/2018

**Total Attachments: 13**

- source=12445041\_6\_Conair to RFP - IP-TM Assignment - Executed (2)#page1.tif
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- source=12445041\_6\_Conair to RFP - IP-TM Assignment - Executed (2)#page13.tif

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made and entered into as of December 21, 2018, by and between Conair Corporation, a Delaware corporation whose address is One Cummings Point Road, Stamford, CT 06902 ("Assignor"), and Ryzman Family Partnership, a California limited partnership whose address is 2220 Gaspar Avenue, Los Angeles, CA 90040 ("Assignee"). All capitalized terms used but not defined in this Assignment shall have the same meanings as are given to such terms in the APA (defined herein).

### W I T N E S S E T H:

WHEREAS, in that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of December 21, 2018 (the "APA"), Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and the Assignee has agreed to purchase from Assignor, free and clear of all Encumbrances (except for Permitted Encumbrances), all of Assignor's right, title and interest in, to and under the Purchased Assets, which include all Intellectual Property owned by Assignor or any of its Subsidiaries and used exclusively in the Business;

WHEREAS, pursuant to the APA, Assignor wishes to sell, transfer, assign, convey and deliver to the Assignee all of its right, title and interest in and to the Intellectual Property rights set forth on Attachment A (collectively, the "Assigned IP"), and Assignee wishes to acquire all of the right, title and interest of Assignor in and to the Assigned IP by this Assignment.

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

1.     **GRANT OF RIGHTS:**

Assignor hereby irrevocably grants, sells, transfers, assigns and delivers to Assignee, all right, title and interest throughout the world that it has, if any, in and to the Assigned IP, and the goodwill of the business pertaining thereto, including the right to and all claims for past damages, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee, Assignor's full and complete title to and ownership of the Assigned IP, for its life, or any term allowed by the law of every jurisdiction.

2.     **RIGHTS AND OBLIGATIONS:**

Assignor agrees to execute and deliver, or cause to be executed and delivered, to Assignee (or its designee), any and all documents and instruments reasonably available to Assignor, in form and substance reasonably satisfactory to Assignee and its counsel, necessary or useful or which may become necessary or useful to effect and complete the transfer, grant or sale to Assignee of all rights or property acquired or intended to be acquired by Assignee under this Assignment and shall pay any fees or expense necessary for such transfer, grant or sale, found due and owing prior to the date of this Assignment.

3. ENTIRE AGREEMENT:

This Assignment and the APA, including the Attachments, Schedules and Exhibits attached hereto or thereto, and the other documents, delivered pursuant to this Assignment or the APA, together contain all of the terms, conditions and representations and warranties agreed upon or made by the parties relating to the subject matter of this Assignment and the businesses and operations of the Seller and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties or their representatives, oral or written, respecting such subject matter. In the event of any conflict between the terms of this Assignment and the APA, the terms of the APA shall control.

4. GOVERNING LAW AND JURISDICTION:


This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to the principles of conflict of Laws thereof.

*[No further text on this page; signature pages follow]*

IN WITNESS WHEREOF, each party has agreed to and executed this Assignment as of  
December 21, 2018.

**ASSIGNOR:**

**CONAIR CORPORATION**

By:   
Name: *Eric McHenry*  
Title: *Senior Vice President, Chief Financial Officer*

[Signature Page to Assignment of Trademarks]

**TRADEMARK**  
**REEL: 006521 FRAME: 0162**

ASSIGNEE:

RYZMAN FAMILY PARTNERSHIP



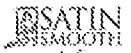


By:

Name: Zvi Ryzman  
Title: General Partner

[Signature Page to Assignment of Trademarks]


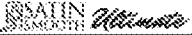



**ATTACHMENT A**

**I. U.S. Trademarks Owned by Conair:**






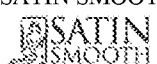
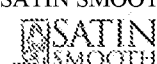
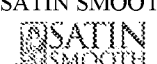
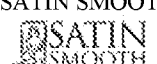

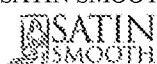
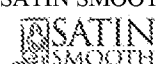
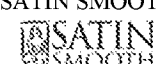


Trademark	Country	Owner	Class	App. / Reg. No.
SATIN SMOOTH	U.S.	Conair Corporation	3	1730574
SATIN SMOOTH 	U.S.	Conair Corporation	21	4769789
SATIN SMOOTH	U.S.	Conair Corporation	11	4313160
SATIN SMOOTH	U.S.	Conair Corporation	11	4317989
SATIN SMOOTH	U.S.	Conair Corporation	11	2339198
SATIN SMOOTH	U.S.	Conair Corporation	12, 20	4544305
SATIN SMOOTH BESMOOTH 	U.S.	Conair Corporation	3	4388671
SATIN SMOOTH BEBARE 	U.S.	Conair Corporation	3	4309860
SATIN SMOOTH ULTIMATE	U.S.	Conair Corporation	3	4475710
SATIN SMOOTH ULTIMATE 	U.S.	Conair Corporation	3	4533706
S SATIN SMOOTH SKIN CARE 	U.S.	Conair Corporation	3	4721507
SATIN CLEANSER	U.S.	Conair Corporation	3	2722682
SATIN HYDRATE	U.S.	Conair Corporation	3	2783138
SATIN RELEASE	U.S.	Conair Corporation	3	2725953
SUDDENLY SMOOTH	U.S.	Conair Corporation	3, 21	4761514
SUDDENLY SMOOTH	U.S.	Conair Corporation	3	4609892
SUDDENLY SMOOTH	U.S.	Conair Corporation	3	3934617
HYDRASONIC	U.S.	Conair Corporation	21	4633185
SELECT A TEMP	U.S.	Conair Corporation	11	4817466




DERMARADIANCE	U.S.	Conair Corporation	3	5110593
DERMARADIANCE	U.S.	Conair Corporation	10	4237624
AXP33	U.S.	Conair Corporation	3	4923582
CALENDULA GOLD	U.S.	Conair Corporation	3	2955599
SMOOTHSCULPT	U.S.	Conair Corporation	10	4032366
SOLESONIC	U.S.	Conair Corporation	21	88180107
SATIN COOL	U.S.	Conair Corporation	3	2833030
SATINY SMOOTH	U.S.	Conair Corporation	8	4507125
SATINY SMOOTH	U.S.	Conair Corporation	8	1928202


## II. International Trademarks Owned by Conair:

Trademark	Country	Owner	Class	App. / Reg. No.
SATIN SMOOTH SKIN CARE 	Canada	Conair Corporation	3	TMA988547
SATIN SMOOTH	Canada	Conair Corporation	3, 11, 21	TMA836727
SATIN SMOOTH	Canada	Conair Corporation	3, 21	TMA988555
SATIN SMOOTH ULTIMATE 	Canada	Conair Corporation	3	TMA988531
SATIN SMOOTH 	Canada	Conair Corporation	3, 11, 21	TMA901310
SATIN SMOOTH	Costa Rica	Conair Corporation	3	200895
SATIN SMOOTH	Guatemala	Conair Corporation	3	160137
SATIN SMOOTH 	Colombia	Conair Corporation	3	399880
SATIN SMOOTH 	Colombia	Conair Corporation	3	420468
SATIN SMOOTH	Ecuador	Conair Corporation	3	420-13
SATIN SMOOTH SKIN CARE	Ecuador	Conair Corporation	3	005787



SATIN SMOOTH 	Peru	Conair Corporation	3	216139
SATIN SMOOTH	Venezuela	Conair Corporation	3	P305385
SATIN SMOOTH	Dominican Republic	Conair Corporation	3	177861
SATIN SMOOTH 	Switzerland	Conair Corporation	3	622643
SATIN SMOOTH 	EU	Conair Corporation	3	10061869
SATIN SMOOTH 	Hong Kong	Conair Corporation	3	301864846
SATIN SMOOTH 	Singapore	Conair Corporation	3	T1107969
SATIN SMOOTH 	Malaysia	Conair Corporation	3	2011011428
SATIN SMOOTH 	South Korea	Conair Corporation	3	40-0813436
SATIN SMOOTH 	Australia	Conair Corporation	3	1432024
SATIN SMOOTH 	New Zealand	Conair Corporation	3	844288
SATIN SMOOTH	Ecuador	Conair Corporation	8	429-13
SATIN SMOOTH 	EU	Conair Corporation	8	10061869
SATIN SMOOTH	Singapore	Conair Corporation	8	T1117362C
SATIN SMOOTH 	China	Conair Corporation	9	12766145
SATIN SMOOTH 	Peru	Conair Corporation	11	213783
SATIN SMOOTH 	China	Conair Corporation	11	1276144
SATIN SMOOTH 	South Korea	Conair Corporation	11	40-0813436
SATIN SMOOTH 	Mexico	Conair Corporation	11	1254122
SATIN SMOOTH	Switzerland	Conair Corporation	11	622643
SATIN SMOOTH	EU	Conair Corporation	11	10061869

				
SATIN SMOOTH 	Russia	Conair Corporation	11	501156
SATIN SMOOTH	Hong Kong	Conair Corporation	11	301864846
SATIN SMOOTH	Singapore	Conair Corporation	11	T1117362C
SATIN SMOOTH	Ecuador	Conair Corporation	21	005787
SATIN SMOOTH BABYLISS PRO 	U.K.	Conair Corporation	8	2375424
SATIN CLEANSER	Canada	Conair Corporation	5	TMA623872
SATIN HYDRATE	Canada	Conair Corporation	3	TMA624293
SATIN RELEASE	Canada	Conair Corporation	3	TMA624052
SUDDENLY SMOOTH	Canada	Conair Corporation	3	TMA966355
SUDDENLY SMOOTH	Brazil	Conair Corporation	3	910225885
SUDDENLY SMOOTH	Brazil	Conair Corporation	21	910225923
SUDDENLY SMOOTH	Chile	Conair Corporation	3, 21	1202919
SUDDENLY SMOOTH	Colombia	Conair Corporation	3, 21	546416
SUDDENLY SMOOTH	Peru	Conair Corporation	3	16884
SUDDENLY SMOOTH	China	Conair Corporation	3	10314997
HYDRASONIC	Canada	Conair Corporation	21	TMA931837
HYDRASONIC	Mexico	Conair Corporation	21	1478702
HYDRASONIC	Costa Rica	Conair Corporation	21	239079
HYDRASONIC	El Salvador	Conair Corporation	21	2014136147
HYDRASONIC	Guatemala	Conair Corporation	21	204104
HYDRASONIC	Panama	Conair Corporation	21	232862
HYDRASONIC	Brazil	Conair Corporation	21	907836780
HYDRASONIC	Chile	Conair Corporation	21	1152482
HYDRASONIC	Colombia	Conair Corporation	21	508914
HYDRASONIC	Ecuador	Conair Corporation	21	1179
HYDRASONIC	Paraguay	Conair Corporation	21	416828
HYDRASONIC	Peru	Conair Corporation	21	216437

HYDRASONIC	Uruguay	Conair Corporation	21	456282
HYDRASONIC	Dominican Republic	Conair Corporation	21	213945
HYDRASONIC	Trinidad & Tobago	Conair Corporation	21	48400
HYDRASONIC	Russia	Conair Corporation	21	549188
HYDRASONIC	EU	Conair Corporation	21	13001491
HYDRASONIC	Singapore	Conair Corporation	21	40201506218
HYDRASONIC	South Korea	Conair Corporation	21	40-1087568
HYDRASONIC	Taiwan	Conair Corporation	21	01684249
HYDRASONIC	Australia	Conair Corporation	21	1624777
HYDRASONIC	New Zealand	Conair Corporation	21	998515
DERMARADIANCE	Australia	Conair Corporation	3	1718366
DERMARADIANCE	New Zealand	Conair Corporation	3	1027155
SATIN AZULENE	Paraguay	Conair Corporation	3	443433
SATIN CLEANSER	Paraguay	Conair Corporation	3	443430
SATIN COOL	Paraguay	Conair Corporation	3	443431
SATIN HYDRATE	Paraguay	Conair Corporation	3	443432
SATIN RELEASE	Paraguay	Conair Corporation	3	443917
SATIN SMOOTH	Guatemala	Conair Corporation	3	2016001840
				
SATIN SMOOTH	Venezuela	Conair Corporation	9	P305397
SATINY SMOOTH	Mexico	Conair Corporation	8	1679758

### **III. Trade Dress**

All unregistered trade dress and trademark rights owned by Seller in the below packaging for the goods and products of the Business set forth below, to the extent exclusively related to the Business:

Product Line	Image(s)
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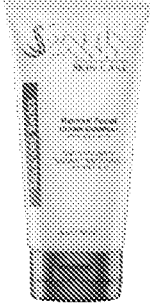
SATIN SMOOTH



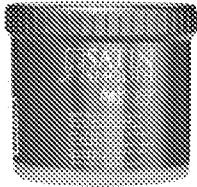
SATIN SMOOTH  
ULTIMATE



SATIN SMOOTH  
SKIN CARE



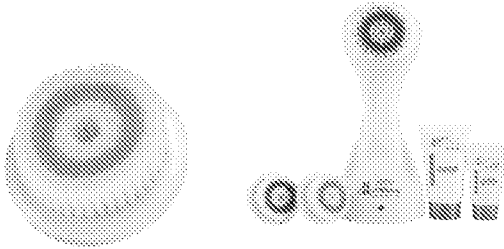
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BEBARE



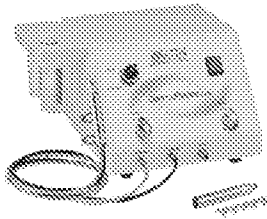
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BESMOOTH



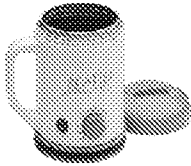
HYDRASONIC



DERMARADIANCE



SELECT A TEMP



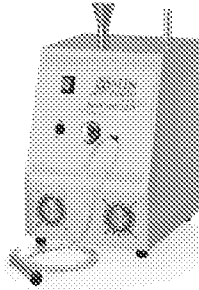
AXP33



CALENDULA  
GOLD






SMOOTHSCULPT



SATIN AZULENE



SATIN CLEANSER	
SATIN COOL	
SATIN HYDRATE	
SATIN RELEASE	