

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clark's Botanicals, Inc.		02/06/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	AS Beauty LLC		
Street Address:	10 West 33rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88111086	CLARK'S BOTANICALS	
Registration Number:	3138777	CLARK'S BOTANICALS	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	pto@sillscummis.com, emarcus@sillscummis.com, sseuradge@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	101 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10178		
NAME OF SUBMITTER:	Elyse A. Marcus		
SIGNATURE:	/Elyse A. Marcus/		
DATE SIGNED:	02/07/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of February 6, 2019 ("Effective Date"), is between Clark's Botanicals, Inc., a New York corporation ("Assignor") and AS Beauty LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on Schedule A attached hereto (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by such Trademarks;

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of December 19, 2018 (the "Purchase Agreement"), pursuant to which, among other things, the obligations of Assignee to consummate the transactions under the Purchase Agreement are conditioned in part on Assignee's execution and delivery of this Assignment;

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the provisions and covenants herein and therein:

Assignor hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, all of Assignor's entire right, title and interest in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, the goodwill of the business appurtenant to and associated with the Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, all claims and causes of action in law and/or equity and the right to sue, counterclaim, recover, collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held, used and enjoyed by Assignor had this assignment and sale not been made.

Assignor, as of the Effective Date, agrees to immediately cease using the Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

[Signature Page Follows]

WHEREFORE, Assignor has duly executed this Trademark Assignment on the Effective Date.

ASSIGNOR:

Clark's Botanicals, Inc.

By: Nancy Bernardini
Name: Nancy Bernardini
Title: President

Schedule A

U.S. Trademark

Mark	App./Reg. No.	Filing/Reg. Date
CLARKS BOTANICALS	3138777	9/5/2006
CLARKS BOTANICALS	88/111,086	9/10/18