

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509205

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|-----------------------------------|--|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Laura Geller Brands, LLC | | 02/06/2019 | Limited Liability Company: DELAWARE |
| 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: 22 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4013809 | AT LONG LASH | |
| Registration Number: | 4801152 | BAKED LIQUID RADIANCE FOUNDATION | |
| Registration Number: | 3168706 | BALANCE -N- BRIGHTEN | |
| Registration Number: | 4063291 | BARELY THERE | |
| Registration Number: | 3520530 | BLUSH -N- BRIGHTEN | |
| Registration Number: | 2989610 | BRONZE -N- BRIGHTEN | |
| Registration Number: | 3061201 | CAULK | |
| Registration Number: | 5243207 | CREASE-LESS CONCEALER | |
| Registration Number: | 5066039 | | |
| Registration Number: | 3528801 | EYE RIMZ | |
| Registration Number: | 5441784 | FIFTY KISSES LIP LOCKING LIQUID COLOR | |
| Registration Number: | 5402848 | FILTER CORRECTOR COLOR PERFECTING BALM | |
| Registration Number: | 5370202 | LASHBOSS | |
| Registration Number: | 3527188 | LAURA GELLER | |
| Registration Number: | 4787513 | LAURA GELLER | |
| Registration Number: | 4787516 | LAURA GELLER | |
| Registration Number: | 3103856 | LAURA GELLER MAKEUP | |
| Registration Number: | 5495610 | LAURA GELLER NEW YORK | |
| Registration Number: | 5449736 | LINE-N-DEFINE DUAL DIMENSION EYELINER | |
| TRADEMARK | | | |

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| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------------|
| Serial Number: | 87403178 | NUDE KISSES LIP HUGGING LIP GLOSS |
| Registration Number: | 3942225 | REAL DEAL REMEDY STICK |
| Registration Number: | 4436951 | SKIN SELF-DEFENSE COMPLEX |

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.

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

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 09910879.000001 |
| NAME OF SUBMITTER: | Elyse A. Marcus |
| SIGNATURE: | /Elyse A. Marcus/ |
| DATE SIGNED: | 02/07/2019 |

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of February 6, 2019 ("Effective Date"), is between Laura Geller Brands, LLC, a Delaware limited liability company, ("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:

Laura Geller Brands, LLC

By: Nancy Bernardini
Name: Nancy Bernardini
Title: President and Chief Executive Officer

Schedule A
U.S. Trademark

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| AT LONG LASH | 4013809 | Aug 16, 2011 |
| BAKED LIQUID RADIANCE FOUNDATION | 4801152 | Aug 25, 2015 |
| BALANCE -N- BRIGHTEN | 3168706 | Nov 7, 2006 |
| BARELY THERE | 4063291 | Nov 29, 2011 |
| BLUSH -N- BRIGHTEN | 3520530 | Oct 21, 2008 |
| BRONZE -N- BRIGHTEN | 2989610 | Aug 30, 2005 |
| CAULK | 3061201 | Feb 21, 2006 |
| CREASE-LESS CONCEALER | 5243207 | Jul 11, 2017 |
| Design Only | 5066039 | Oct 18, 2016 |
| EYE RIMZ | 3528801 | Nov 4, 2008 |
| FIFTY KISSES LIP LOCKING LIQUID COLOR | 5,441,784 | Apr 10, 2018 |
| FILTER CORRECTOR COLOR PERFECTING BALM | 5402848 | Feb 13, 2018 |
| LAHBOSS | 5370202 | Jan 2, 2018 |
| LAURA GELLER | 3527188 | Nov 4, 2008 |
| LAURA GELLER & Design | 4787513 | Aug 4, 2015 |
| LAURA GELLER & Design | 4787516 | Aug 4, 2015 |
| LAURA GELLER MAKEUP & Design | 3103856 | Jun 13, 2006 |
| LAURA GELLER NEW YORK | 5,495,610 | Jun 19, 2018 |
| LINE-N-DEFINE DUAL DIMENSION EYELINER | 5,449,736 | Apr 17, 2018 |
| NUDE KISSES LIP HUGGING LIP GLOSS | 87/403,178 | Apr 7, 2017 |
| REAL DEAL REMEDY STICK | 3942225 | Apr 5, 2011 |

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| SKIN SELF-DEFENSE COMPLEX | 4436951 | Nov 19, 2013 |
| AT LONG LASH | 4013809 | Aug 16, 2011 |