

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509089

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
L'Oreal USA Creative, Inc		12/02/2018	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Ambi Enterprises, LLC
Street Address:	8980 Old Annapolis Rd
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21045
Entity Type:	XXXXXXXX MARYLAND LLC
Name:	Ambi Enterprises, LLC
Street Address:	11017 Daybreak Court
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20852
Entity Type:	XXXXXXXX MARYLAND LLC

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1034597	AMBI
Registration Number:	1135419	AMBI
Registration Number:	0903176	AMBI
Registration Number:	4321378	
Registration Number:	4321377	
Registration Number:	3760599	EVEN & CLEAR
Registration Number:	3567633	SOFT & EVEN

CORRESPONDENCE DATA

Fax Number: 1410740224

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: 2408338322

OP \$190.00 1034597

Email: DLeftridge@GBLSales.com
Correspondent Name: Douglas A. Leftridge
Address Line 1: 7441 mink hollow rd.
Address Line 4: Highland, MARYLAND 20777

NAME OF SUBMITTER: Douglas Leftridge

SIGNATURE: /douglas lefridge/

DATE SIGNED: 02/07/2019

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Assignment**"), is made and executed effective as of December 2, 2018 by L'Oréal USA Creative, Inc., a Delaware corporation, with an address of 10 Hudson Yards, New York, New York 10001 ("**Assignor**"), and AMBI Enterprises LLC, a Maryland limited liability company, with an address of 8980 Old Annapolis Road, Suite L, Columbia, Maryland 21045 ("**Assignee**"). Capitalized terms not otherwise defined in this Assignment will have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, L'Oréal USA, Inc. ("**Seller**"), an affiliate of Assignor, and Assignee, have entered into that certain Purchase Agreement, dated as of November 26, 2018 (the "**Purchase Agreement**");

WHEREAS, pursuant to the Purchase Agreement, Seller agreed to sell, assign, convey and deliver to Assignee, and Assignee agreed to purchase, all of Seller or its affiliates' right, title and interest in and to those trademarks set forth on Schedule A (collectively, the "**Assigned Intellectual Property**"); and

WHEREAS, Assignor and Assignee wish to confirm such assignment.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Trademarks. Pursuant to the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably sells, conveys, assigns and transfers to Assignee and its successors all of Assignor's worldwide right, title and interest in and to the Assigned Intellectual Property, including, without limitation, all common law rights relating thereto and all registrations thereof and applications therefor, together with all goodwill associated with, corresponding to, symbolized by and embodied in such trademarks, and including, any and all present and future benefits, privileges, causes of action, and remedies relating to the Assigned Intellectual Property after the Effective Date, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover any of the following, to the extent relating to the Assigned Intellectual Property after the Effective Date: damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Intellectual Property, (c) to any and all licenses or other similar contractual rights for the Assigned Intellectual Property, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds due or payable with respect to any of the Assigned Intellectual Property after the Effective Date, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Intellectual Property after the Effective Date.

2. Recordation of Assignment. Assignor will cooperate with Assignee to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Assignee, including without limitation, the United States Patent and Trademark Office.

3. The transfer of the Assigned Intellectual Property herein is made subject to and in accordance with the terms of the Purchase Agreement.

4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Assignee is the successor-in-interest to the Assigned Intellectual Property, for the purposes of 15 U.S.C. § 1060.


5. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

L'ORÉAL USA CREATIVE, INC.

By: 
Name: David Morgan
Title: SVP, Business Development

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006563 FRAME: 0181

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

AMBI ENTERPRISES LLC

By: 

Name: Douglas Leftridge

Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006563 FRAME: 0182

Schedule A

Assigned Intellectual Property

Mark	Country	App. No.	Reg. No.	App. Date	Reg. Date	Status
AMBI	United States	73/038742	1034597	December 5, 1974	March 2, 1976	Registered
AMBI	United States	73/201119	1135419	January 23, 1979	May 20, 1980	Registered
AMBI	United States	72/287261	0903176	December 20, 1967	November 24, 1970	Registered
AMBI 10	United States	74/520828	1898493	May 9, 1994	June 13, 1995	Abandoned
AMBI DIAMOND LOGO (BLACK/WHITE)	United States	85/090715	4321378	July 22, 2010	April 16, 2013	Registered
AMBI DIAMOND LOGO (BLACK/WHITE)	United States	85/413996	4131992	September 2, 2011	April 24, 2012	Abandoned
AMBI DIAMOND LOGO (COLOR)	United States	85/090712	4321377	July 22, 2010	April 16, 2013	Registered
CELEBRATE YOUR BEAUTY EVERYDAY	United States	78/949397	3617684	August 10, 2006	May 5, 2009	Abandoned
EVEN & CLEAR	United States	77/787609	3760599	July 23, 2009	March 16, 2010	Registered
SOFT & EVEN	United States	77/510838	3567633	June 30, 2008	January 27, 2009	Registered