

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCT Packaging, Inc.		08/03/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Stowaway Cosmetics, Inc.		
Street Address:	139 Fulton Street		
Internal Address:	Suite 810		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86417096	STOWAWAY	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew Hintz, Esq.		
Address Line 1:	c/o Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	28977.1		
NAME OF SUBMITTER:	Matthew Hintz, Esq.		
SIGNATURE:	/Matthew Hintz, Esq./		
DATE SIGNED:	03/11/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the “**Assignment**”) is made effective as of August 3, 2017 (the “**Effective Date**”) and is entered into by and between HCT Packaging, Inc., a New Jersey corporation (“**Assignor**”) having its principal place of business at 2800 28th Street, Suite 240, Santa Monica, California 90405, and Stowaway Cosmetics, Inc., a Delaware corporation (“**Assignee**”) having its principal place of business at 139 Fulton St., Suite 810, New York, NY 10038.

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Continuation of Supply and Standstill Agreement, dated as of April 5, 2017 (the “**Continuation Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings given in the Continuation Agreement.

WHEREAS, pursuant to the Continuation Agreement, on or about April 5, 2017 Assignee assigned to Assignor all of Assignee’s right, title and interest in and to the trademarks and other information identified on **Schedule 1** attached hereto and incorporated herein by reference (hereinafter the “**Marks**”), on a conditional basis until Assignee repaid the Debt owed to Assignor.

WHEREAS, Assignee has now repaid the Debt and, in accordance with the Continuation Agreement, Assignor is now required to reassign the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business which is symbolized by the Marks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any.
2. Assignor represents and warrants to Assignee that Assignor has not taken any action which resulted in the creation of any liens, claims or encumbrances upon the Marks (“**Liens**”) during the time period that Assignor owned the Marks.
3. Assignor hereby covenants that, at any time or from time to time upon and after the Assignment Date, at Assignee’s reasonable request and without further consideration to Assignor and at Assignee’s expense, Assignor shall execute and deliver to Assignee such other instruments of transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Assignee may reasonably deem necessary to transfer, convey and assign to Assignee, and to confirm Assignee’s title to the Marks, and to put Assignee in actual possession and control of such Marks and to assist Assignee in exercising all rights with respect thereto.

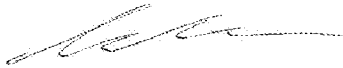
4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.
5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be exclusively governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of law principles.
6. This Assignment (together with the Continuation Agreement, which shall prevail in the event of conflicts) contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.
7. This Assignment may be executed in counterparts (including signatures exchanged by facsimile and email), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

ASSIGNOR:

HCT PACKAGING, INC.

By: 

Tim Thorpe, President

ASSIGNEE:

STOWAWAY COSMETICS, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

ASSIGNOR:

HCT PACKAGING, INC.

By: _____
Tim Thorpe, President

ASSIGNEE:

STOWAWAY COSMETICS, INC.

By:  _____
Name: Julie Fredrickson
Its: CEO

SCHEDULE 1
MARKS

TM Record	TM/SN/RN/ Disclaimer	Date/ Status	Owner
86417096 Trademark	STOWAWAY	Filing Date: October 7, 2014 Published for Opposition: March 29, 2016 Live	Stowaway Cosmetics, Inc. 139 Fulton St., Suite 810, New York, NY, 10038 Attorney of Record: Vanessa A. Ignacio, Esq.
Description:			
<p>IC 003. US 001 004 006 050 051052. G& S: Cosmetics; Cosmetics and cosmetic preparations; Cosmetics and make-up; Cosmetics in general, including perfumes; Cosmetics in the form of milks, lotions and emulsions; Cosmetics, namely, compacts; Cosmetics, namely, lip primer; Cosmetics, namely, lip repairers; Eyebrow cosmetics; Face creams for cosmetic use; Foams containing cosmetics and sunscreens; Lip stains; Lotions for cosmetic purposes; Make-up kits comprised of lipstick, lip gloss, eye shadow, mascara, blush and face powder; Nail paint; Nail varnish for cosmetic purposes; Non-foaming cosmetic preparations for face, skin and body; Pre-moistened cosmetic wipes; Skin and body topical lotions, creams and oils for cosmetic use; Skin conditioning creams for cosmetic purposes; Solid powder for compacts</p> <p>IC 018. US 001 002 003 022 041. G& S: Cosmetic bags sold empty; Cosmetic carrying cases sold empty; Cosmetic cases sold empty</p> <p>IC 021. US 002 013 023 029 030 033 040 050. G& S: Applicator sticks for applying make-up</p>			

TM Record	TM/SN/RN/ Disclaimer	Date/ Status	Owner
86417102 Service Mark	STOWAWAY COSMETICS	Filing Date: October 7, 2014 Published for Opposition: March 10, 2015 Live	Stowaway Cosmetics, Inc. 139 Fulton St., Suite 810, New York, NY, 10038 Attorney of Record: Vanessa A. Ignacio, Esq.
Description:			
<p>IC 035. US 100 101 102. G& S: Catalog ordering service featuring cosmetics, cosmetic preparations, make up and fragrances; Distributorship services in the field of cosmetics, cosmetic preparations, make-up and fragrances; On-line retail store services featuring cosmetics, cosmetic preparations, make-up and fragrances; Providing consumer product advice relating to cosmetics, cosmetic preparations, make-up and fragrances; Providing consumer product information relating to cosmetics, cosmetic preparations, make-up and fragrances; Retail store services featuring cosmetics, cosmetic preparations, make-up and fragrances; Shop-at-home parties featuring cosmetics, cosmetic preparations, make-up and fragrances</p>			

The Marks shall include the following domain name and all sub-pages contained therein:
www.stowawaycosmetics.com.