

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLIQUE BRANDS, INC.		09/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Offspring Beauty Co.		
Street Address:	215 Park Avenue South		
Internal Address:	Suite 1801		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87440889	MERIT	
Serial Number:	87440902	MERIT	
Serial Number:	87804369	VERSED	
Serial Number:	87804374	VERSED	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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:	213.929.2500		
Email:	ipladocket@swlaw.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	400 EAST VAN BUREN STREET		
Address Line 2:	SUITE 1900		
Address Line 4:	PHOENIX, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	77849.00003		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/Dax Alvarez/		
DATE SIGNED:	03/21/2019		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT (this "Assignment") is made and executed as of September 21, 2018 (the "Effective Date"), by and between Clique Brands, Inc., a Delaware corporation having a place of business at 750 North San Vicente Blvd., 8th Floor East, West Hollywood, California 90069 ("Assignor") and Offspring Beauty Co., a Delaware corporation having a place of business at 215 Park Avenue South, Suite 1801, New York, New York 10003 ("Assignee").

WHEREAS, Assignee is acquiring Assignor's right, title and interest in, to, and under Assignor's intellectual property, including but not necessarily limited to the trademarks set forth on Schedule A (the "Marks").

WHEREAS, Assignor and Assignee expressly acknowledge that with respect to certain U.S. trademark applications identified in Schedule A that these applications were filed on an "intent to use" basis and that in order to fully assign the rights in these applications, Assignor and Assignee expressly affirm that Assignee is the successor to Assignor's business to which the aforementioned U.S. trademark applications pertain and that such business is ongoing and existing and that as such, this Assignment is proper under 15 USC §1060; 37 CFR §3.16, and TMEP 501.01(a).

WHEREAS, in order to effectuate Assignor's assignment of its entire rights, title and interests in, to, and under the Marks and the goodwill appurtenant thereto, to Assignee, Assignor is executing this instrument of Assignment.

NOW, THEREFORE, in consideration of the Agreement, the sum of US \$100.00 (one hundred US dollars), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Assignor, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its full and entire right, title and interest in, to, and under Assignor's intellectual property including but not necessarily limited to the Marks, and the attendant goodwill symbolized by the foregoing, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the date of execution hereof.

Assignor hereby agrees that Assignee shall have the right, at its sole cost and expense, to record this instrument of assignment with the United States Patent and Trademark Office and with any other agency, office or authority in any and all other jurisdictions and countries of the world, so as to establish Assignee as owner of record of the Marks.

Assignor further agrees, at the request of Assignee and at Assignee's sole cost and expense, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office and with any other agency, office or authority in any and all other jurisdictions and countries of the world, so that Assignee's ownership of the Marks is duly made of record.

This Assignment and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of California without regard for conflict of laws rules.

If any provision of this Assignment is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Assignment, such provision will be fully severable and the remaining provisions of this Assignment will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the Effective Date.

CLIQUE BRANDS, INC.

OFFSPRING BEAUTY CO.

By: 

By: 

Name: Katherine Power

Name: Mike Giordano

Title: Chief Executive Officer

Title: Chief Operating Officer

SCHEDULE A
TRADEMARK APPLICATIONS AND REGISTRATIONS

TRADEMARK	COUNTRY	APP. NO.	REG. NO.	CLASS(ES)	STATUS
MERIT	Canada	1864991		3, 8, 18, 21	Pending
VERSED	Canada	1915074		3, 8, 21	Pending
MERIT	United States	87/440,889		3	Pending
MERIT	United States	87/440,902		8, 18, 21	Pending
VERSED	United States	87/804,369		3	Pending
VERSED	United States	87/804,374		8, 21	Pending
MERIT	Madrid Protocol	A0070604	1377085	3, 8, 18, 21	Registered
VERSED	Madrid Protocol	A0078383	1429445	3, 8, 21	Registered

8836-9402-2276