

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holding Company I, Inc.		03/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	L'Oreal USA Creative, Inc.		
Street Address:	10 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3460627	TERMINATOR 10	
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>			
Phone:	2129844177		
Email:	lisa.gigliotti@loreal.com		
Correspondent Name:	Lisa M. Gigliotti		
Address Line 1:	10 Hudson Yards		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Lisa M. Gigliotti		
SIGNATURE:	/Lisa M. Gigliotti/		
DATE SIGNED:	03/21/2019		
Total Attachments: 2			
source=TERMINATOR 10 Holding to Creative#page1.tif			
source=TERMINATOR 10 Holding to Creative#page2.tif			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and executed effective as of March 6, 2017 by Holding Company I, Inc., a Delaware corporation ("Assignor"), in favor of L'Oréal USA Creative, Inc., a Delaware corporation ("Assignee"). Capitalized terms not otherwise defined in this Assignment will have the meanings ascribed to such terms in the Contribution Agreement (as defined below).

WHEREAS, Assignor, Assignee, and L'Oréal USA, Inc. ("L'Oréal USA") have entered into that certain Contribution Agreement, dated as of March 3, 2017 (the "Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, Assignor agreed to contribute, assign and transfer to Assignee, and Assignee agreed to accept, the Transferred Assets, including the U.S. registered mark TERMINATOR 10, Registration No. 3,460,627 (the "Terminator Mark").

NOW, THEREFORE, in consideration of the above premises, 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. Assignor hereby assigns to Assignee and its successors all of Assignor's right, title and interest in and to the Terminator Mark, including, without limitation, all common law rights relating thereto and U.S. Registration No. 3,460,627, together with all goodwill associated with, corresponding to, symbolized by and embodied in such trademark, and including the right to commence an action and recover for past, present and future infringement of such trademark.
2. Exclusions. For the avoidance of doubt, the intellectual property assigned pursuant to Section 1 above does not include certain intellectual property and related assets which were sold to L'Oréal ("L'Oréal") pursuant to that certain Purchase Agreement, dated as of March 3, 2017, entered into by and between the L'Oréal USA and L'Oréal.
3. 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.
4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
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 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 Delaware applicable to contracts made and performed in such State.

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.

ASSIGNOR

HOLDING COMPANY I, INC.

By: _____

Name: Thomas Sarakatsannis

Title: Senior Vice President

ASSIGNEE

L'ORÉAL USA CREATIVE, INC.

By: _____

Name: Lisa M. Gigliotti

Title: Vice President