

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521452

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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 |
| Jody R. Weiss | | 04/30/2019 | INDIVIDUAL: |
| RECEIVING PARTY DATA | | | |
| Name: | Thrive Causemetics, Inc. | | |
| Street Address: | 6060 Center Drive | | |
| Internal Address: | Suite 800 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90045 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2938220 | CAUSE-METICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149813400 | | |
| <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: | 214-981-3483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | Dusan Clark, Esq. | | |
| Address Line 1: | Sidley Austin LLP | | |
| Address Line 2: | 2021 McKinney Ave., Suite 2000 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 95259-10050 | | |
| NAME OF SUBMITTER: | Dusan Clark | | |
| SIGNATURE: | /Dusan Clark/ | | |
| DATE SIGNED: | 04/30/2019 | | |
| Total Attachments: 3 | | | |
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective April 30, 2019 ("Effective Date"), is by and between Jody R. Weiss ("Assignor"), an individual, having an address of 50 Lexington Avenue, New York, New York 10100, and Thrive Causemetics, Inc. ("Assignee"), a Delaware corporation, having an address of 6060 Center Drive, Suite 800, Los Angeles, California 90045.

WHEREAS, Assignor is the owner of all right, title and interest in the mark CAUSE-METICS, including any common law rights and U.S. Registration No. 2,938,220 for "Cosmetics; Cosmetics, namely, foundation and toners; blush; eye make-up; lip liners; lipsticks; nail polishers; creams, namely, eye cream, lip cream and nail cream; skin lotions and suntan lotions; skin cleaners, deodorant soaps and skin soaps; perfume" in Class 3, and the goodwill associated therewith (collectively the "Mark"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in the Mark, and the goodwill associated therewith; and

WHEREAS, the Parties have entered into that certain Compromise and Settlement Agreement, dated as of the date hereof, providing for the transfer of the Mark and the goodwill associated therewith, from Assignor to Assignee, and this Assignment is subject to and directed by that agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Mark. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts, free and clear of all liens and encumbrances, all right, title and interest of Assignor in and to (i) the Mark, together with the goodwill associated therewith, (ii) all renewals and extensions of the Mark; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (v) all rights corresponding to any of the foregoing throughout the world; and (vi) the right to assign the rights conveyed herein, the same to be held

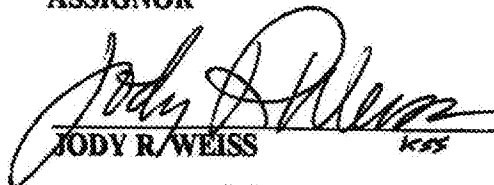
and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark copyright issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof.
3. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

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IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the Execution Date.

ASSIGNOR


JODY R. WEISS

Dated: April 25, 2019

ACCEPTED BY:

THRIVE CAUSEMETICS, INC.

By: Karissa Bodnar

Name: Karissa Bodnar

Title: Chief Executive Officer

Dated: April 30, 2019

[Signature Page to Trademark Assignment]