

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Almar Sales Co., Inc.		07/15/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Cosmetic Ventures, LLC		
Street Address:	222 N. Pacific Coast Highway		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87692337	RARE BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Patchen M. Haggerty, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	133426-4002		
NAME OF SUBMITTER:	Patchen M. Haggerty		
SIGNATURE:	/Patchen M. Haggerty/		
DATE SIGNED:	08/02/2019		
Total Attachments: 4			
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OP \$40.00 87692337

U.S. TRADEMARK ASSIGNMENT/CONTRACT OF SALE

This U.S. Trademark Assignment and Contract of Sale ("Agreement") is made by and between Almar Sales Co., Inc., a New York corporation with an address of 320 Fifth Avenue, New York, NY 10001 (the "Assignor") and Cosmetic Ventures, LLC, a Delaware limited liability company with an address of 222 N. Pacific Coast Highway, El Segundo, CA 90245 (the "Assignee"), in favor of Assignee.

WHEREAS, Assignor and Assignee are parties to that certain Letter Agreement dated July 9, 2019, the terms of which are incorporated by reference herein (the "Letter Agreement"); and

WHEREAS, it is the intention of the parties that Assignor sell and assign to Assignee all of Assignor's right, title and interest in and to the trademark **RARE BEAUTY** for use on various cosmetics, including assigning U.S. Trademark Application Number 87/692,337 as set forth on Exhibit A, attached ("the '337 Application") and assigning all common-law and federal trademark rights associated with said mark and embodied in the '337 Application (collectively, the "Mark"); and

WHEREAS, Assignee, as the successor to the portion of the business to which the Mark pertains, is desirous of acquiring all of Assignor's rights, title and interest in and to the Mark, including without limitation the goodwill represented thereby, on the terms and conditions contained in this Agreement; and

WHEREAS, Assignee intends to continue the portion of the business of Assignor relating to the Mark in the United States; and

WHEREAS, Assignor and Assignee desire to confirm such assignment pursuant to this Agreement; and

WHEREAS, Assignee understands that the Mark was published for opposition by the United States Patent and Trademark Office (the "USPTO") on June 25, 2019, and that if no oppositions are filed by July 25, 2019, a Notice of Allowance will be issued by the USPTO; and Assignee understands that it will have to sign and file a Statement of Use of the Mark and proof of use after a Notice of Allowance is issued, which Assignee will have to file in order to complete the final step in the registration process; and

WHEREAS, this Agreement shall be signed by the parties at the current time, with the dates of signature set forth below, but it is understood that this Agreement ~~shall not become effective~~, until such time that the opposition period has passed with no oppositions to the '337 Application, which date the parties anticipate will be July 26, 2019 (the "Assignment Effective Date").

NOW THEREFORE, for good and valuable consideration as set forth in the Letter Agreement, the sufficiency of which is hereby acknowledged, and the parties intending to be legally bound, the parties agree as follows:

1. Recitals. The foregoing WHEREAS recitals are incorporated herein and made part of this Agreement as if fully set forth below.
2. Assignment of the Mark. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Mark in the United States, and any registrations

therefor, together with that part of the goodwill of the business associated with and symbolized by the Mark in the United States, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, as of the Assignment Effective Date. The Mark is being assigned as part of a transfer of the entire portion of the business to which the Mark pertains as required by § 10 of the Lanham Act. On or after the Assignment Effective Date, Assignor authorizes the appropriate empowered officials at the USPTO to transfer the application for the Mark set forth on Exhibit A to Assignee as the assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Agreement.

3. Assignment of Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark.

4. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title, and interest herein conveyed. Such cooperation shall include prompt execution of all papers which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest herein conveyed.

5. Representations and Warranties. Assignor represents and warrants that Assignor holds all right, title and interest in and to the Mark referenced herein, and that the associated U.S. trademark application is current, in good-standing, and is without liens or claims made against such trademark or trademark application. Assignor further represents and warrants that it will not object to or challenge Assignee's use or registration of RARE BEAUTY as a corporate name, trade name or trademark, or any domain names or social media identifiers including RARE BEAUTY, anywhere in the world, or the validity of any applications to register or registrations of RARE BEAUTY as a trademark anywhere in the world, and that Assignor will not use or apply for registration of the trademark RARE BEAUTY anywhere in the world. The parties respectively represent and warrant that they have the full legal right and authority to execute this Agreement, and to perform any obligations undertaken pursuant to this Agreement.

6. Indemnification. Assignee indemnifies and holds harmless Assignor from any and all claims or causes of action that may arise in the future which surround or relate to the Mark. Assignor shall not be responsible or liable for legal fees, judgments, settlement payments or any similar costs arising out of or incurred by Assignee as a result of enforcing the Mark, defending against any future claims, or otherwise maintaining the Mark and its associated application/registration. This includes, for example, if the Mark is subsequently enforced by Assignee, and any opponent makes any claims against Assignee, the mark owner, or otherwise challenges the subject mark or associated application/registration.

7. Survival. This instrument shall inure to the benefit of Assignee and its successor, affiliates and assigns, and shall be binding upon Assignor and its successors, affiliates and assigns.

8. Amendment. This instrument cannot be modified except in writing, or by a separate writing, signed by both parties named herewith.

9. Prevailing Document. In the event of a conflict between the terms of the Letter Agreement and this Agreement, the terms of this Agreement shall control.

10. Counterparts; Electronic Signature. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no

party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Agreement. This Agreement may be executed by facsimile or by electronic signature.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement on the dates of signature set forth below.

ALMAR SALES CO., INC.

COSMETIC VENTURES, LLC

By: *Allen Ashkenazie*

By: *Scott Friedman*

Print Name: Allen Ashkenazie

Print Name: Scott Friedman

Title: V.P.

Title C.E.O.

Dated: 7/15/2019, 2019

Dated: Jul 10, 2019, 2019

Exhibit A

Mark	Application Number	Country	Class/Goods
RARE BEAUTY	87/692,337	U.S.	IC 003 - Cosmetics, namely, color cosmetics; eyeshadow; blush; facial concealer; foundation; skin bronzer; hair highlighting spray; face powder; eyebrow colors; hair styling fixatives in the nature of hair wax; eyeliner; mascara; lipstick; lip gloss; lip balm; false eyelashes; adhesives for affixing false eyelashes; makeup primers; nail polish; pre-moistened cosmetic wipes for removing makeup; cosmetic facial blotting papers