

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Stephan Co.		09/10/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Amouage SOAC		
Street Address:	P.O. Box 307		
City:	Seeb		
State/Country:	OMAN		
Postal Code:	CPO111		
Entity Type:	Joint Stock Company: OMAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0771248	INTERLUDE	
CORRESPONDENCE DATA			
Fax Number:	3127595646		
<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:	3123571313		
Email:	MVALLONE@BTLAW.COM		
Correspondent Name:	Melissa A. Vallone		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
NAME OF SUBMITTER:	Melissa A. Vallone		
SIGNATURE:	/mvallone/		
DATE SIGNED:	10/11/2019		
Total Attachments: 7			
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OP \$40.00 0771248

Exhibit A

Intellectual Property Assignment

This Trademark Assignment is by and between The Stephan Co. ("Seller") and Amouage SAOC ("Buyer") and is effective as of the ____ day of September, 2019. Seller and Buyer have entered into a Settlement and Release Agreement dated the ____ day of September, 2019 (the "Agreement") pursuant to which Seller has agreed to transfer and assign the rights as set forth below. For good and valuable consideration as set forth in the Agreement, Seller and Buyer agree as follows:

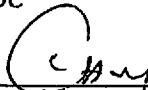
Seller hereby assigns and transfers to Buyer all right, title and interest of Seller in and to the trademarks (registered and unregistered) identified on Schedule A and any derivation thereof (the "Trademarks"), together with (a) the goodwill of the business symbolized by the Trademarks, (b) its entire right, title and interest in and to any and all registrations of the Trademarks heretofore granted or applied for, (c) any and all common law rights to the Trademarks in the United States, Canada, and any state thereof and in any country in the world, and (d) any and all claims and demands Seller may have either at law or in equity arising out of any past infringements.

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first above written.

THE STEPHAN CO.

By: 
Name: ERIC KJEKBUSCH
Title: PRESIDENT

AMOUAGE SAOC

By: 
Name: RABIN CHATTERJEE
Title: FINANCIAL CONTROLLER
Address: P.O. BOX 307
SEEB OMAN CPO111

Schedule A - Trademarks

MARK	REG. NO.	COUNTRY
INTERLUDE	0771248	United States
INTERLUDE	TMA186774	Canada

DMS MAV 14926239

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into as of the 10th day of September, 2019 ("Effective Date"), by and between Amouage SAOC ("Amouage") and The Stephan Co. ("Stephan").

WHEREAS, Amouage is the owner of U.S. Trademark Application Serial No. 87/952676 for the mark INTERLUDE in conjunction with soaps; perfumeries; perfumes; fragrances; essential oils; cosmetics; hair lotion; preparations for the care of hair and skin; creams and lotions for the body and face; powder; preparations for use in the bath and shower; deodorants (the "Application");

WHEREAS, Stephan is the owner of Trademark Registration No. 0771248 for the mark INTERLUDE in conjunction with bath and body perfumes (the "Registration");

WHEREAS, Amouage filed a petition to cancel the Registration, Cancellation No. 92070905 (the "Dispute");

WHEREAS, the Parties now desire to settle any and all matters, claims and disputes between them arising out of the Dispute.

NOW, THEREFORE, IN CONSIDERATION of the terms and conditions set forth below, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties shall execute the Intellectual Property Assignment attached as Exhibit A to the Agreement whereby Stephan will assign the Registration as well as Canadian Registration TMA186774 for the mark INTERLUDE (the "Marks") to Amouage.
2. Upon receipt of the executed Settlement Agreement and Intellectual Property Assignment, Amouage shall dismiss the Petition to Cancel the Registration.
3. Within 30 days of the Effective Date of the Agreement, Amouage shall make a one-time payment to Stephan in the amount of \$10,000 USD as good and valuable consideration for assignment of the Marks and release of claims under the Dispute.
4. The persons executing this Agreement on behalf of each of the parties represent and warrant that they have full and complete authority to do so.
5. Each party hereby represents that it has not heretofore assigned, transferred, pledged, or hypothecated to any entity or any individual any of the claims herein released.

6. (a) Amouage, for itself and for its successors and assigns, releases and forever discharges the Stephan and its affiliates, officers, directors, shareholders, employees, agents and attorneys, from any and all claims, causes of actions, rights, allegations, liabilities or damages whatsoever relating to this Dispute.
(b) Stephan, for itself and for its successors and assigns, releases and forever discharges Amouage and its affiliates, officers, directors, shareholders, employees, agents and attorneys, from any and all claims, causes of actions, rights, allegations, liabilities or damages whatsoever relating to this Dispute.
7. The above release will not apply to any claim that might be brought for enforcement of this Agreement. Nothing contained in this Agreement is intended to be nor should be construed to preclude any claims, causes of actions, rights, allegations, liabilities or damages of either party against the other arising out of actions or omissions which post-date the date of this Agreement.
8. Amouage and Stephan each agree to pay its own respective costs and expenses, including attorneys' fees, incurred by it in connection with the Dispute.
9. The parties declare and represent:
 - (a) No promise, representation, inducement, or agreement not expressed in this Agreement has been made to either of them;
 - (b) They are not relying on any promise, representation, inducement or agreement in entering into this Agreement except as set forth in this Agreement;
 - (c) This Agreement contains the entire agreement between the Parties relating to its subject matter;
 - (d) The Parties have consulted with counsel of their own choosing prior to entering into this Agreement; and
 - (e) The terms of this Agreement are contractual and not mere recitals.
10. This Agreement supersedes, and its terms govern, all prior proposals, agreements or other communications between the Parties, oral or written, regarding such subject matter. This Agreement may be changed only by mutual agreement of authorized representatives of the Parties in writing.

11. No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any other then existing or subsequent breach, nor shall any such waiver by any party be deemed to be a continuing waiver. No delay or omission by any party in exercising any right hereunder, at law, or in equity, or otherwise, shall impair any such right, or be construed as a waiver thereof, or any acquiescence therein, nor shall any single or partial exercise of any right preclude other or further exercise thereof, or the exercise of any other right.
12. The provisions of this Agreement are severable, and if any provision shall be held illegal, invalid or unenforceable, such holdings shall not affect the legality, validity or enforceability of any other provision—which shall continue in full force and effect.
13. This Agreement shall be binding upon and inure to the benefit of, and be fully enforceable by, the successors and assignees of the Parties.
14. The Parties may execute this Agreement in multiple counterparts and counsel for the parties may attach the original versions of all parties' signatures to one or more counterparts, each of which shall be deemed an original.
15. WHEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives.

AMOUAGE SAOC

Signature: _____

Name: RABIN CHATTERJEE

Title: FINANCIAL CONTROLLER

Date Signed: 01/10/19

THE STEPHAN CO.

Signature: _____

Name: ERIC KIEBUSCH

Title: PRESIDENT

Date Signed: 9-10-2019

Exhibit A

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Seller hereby assigns and transfers to Buyer all right, title and interest of Seller in and to the trademarks (registered and unregistered) identified on Schedule A and any derivation thereof (the "Trademarks"), together with (a) the goodwill of the business symbolized by the Trademarks, (b) its entire right, title and interest in and to any and all registrations of the Trademarks heretofore granted or applied for, (c) any and all common law rights to the Trademarks in the United States, Canada, and any state thereof and in any country in the world, and (d) any and all claims and demands Seller may have either at law or in equity arising out of any past infringements.

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Address: P.O. BOX 307
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INTERLUDE	TMA186774	Canada

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