

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foam and Substance Limited		09/19/2019	England and Wales limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Beauty Pie Limited		
Street Address:	Eight Floor, 6 New Street Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4A 3AQ		
Entity Type:	England and Wales limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5625081	PLANTASTIC	
Registration Number:	4900678	HAPPY FACE	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<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:	2128135900		
Email:	assignments@fzlj.com		
Correspondent Name:	ALLISON STRICKLAND RICKETTS		
Address Line 1:	151 West 42nd Street, 17th Floor		
Address Line 2:	4 Times Square, 17th Floor		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	BEAP 1912590		
NAME OF SUBMITTER:	Anca Nicolescu		
SIGNATURE:	/anca nicolescu/		
DATE SIGNED:	10/21/2019		
Total Attachments: 4			
source=Executed assignment to Beauty Pie Limited (F3238747x96B9E)#page1.tif			
source=Executed assignment to Beauty Pie Limited (F3238747x96B9E)#page2.tif			

CH \$65.00 5625081

source=Executed assignment to Beauty Pie Limited (F3238747x96B9E)#page3.tif

source=Executed assignment to Beauty Pie Limited (F3238747x96B9E)#page4.tif

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made this 19th day of September 2019
("the Effective Date")

BETWEEN

FOAM AND SUBSTANCE LIMITED, a company organised under the laws of England and Wales, of Eighth Floor, 6 New Street Square, London EC4V 3AQ, United Kingdom, with a company number 09443258 ("the Assignor" which expression shall include its successors and assigns).

AND

BEAUTY PIE LIMITED, a company organised under the laws of England and Wales, of Eighth Floor, 6 New Street Square, London EC4A 3AQ, United Kingdom, with a Company number 09647981 ("the Assignee" which expression shall include its successors and assigns).

RECITALS:

- (A) The Assignor is the proprietor of Trade Mark Applications and Registrations and domains ("the Trade Marks"), details of which are set out in the Schedule 1 hereto and which forms part of this assignment.
- (B)
The Effective Date shall be the date at which the Assignor signs this agreement, as set out above.
- (C) The Assignor has agreed to assign all its right, title, interest, property and goodwill in the Trade Marks, together with ancillary rights relating thereto, on the Effective Date to the Assignee upon the following terms.

OPERATIVE PROVISIONS:

1. For sufficient, good and valuable consideration being costs incurred in securing, registering, renewing and enforcing the Trade Marks as set out in Schedule 1, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns with full title guarantee unto the Assignee all rights, title, interest, property and goodwill in the Trade Marks including the

full and exclusive benefit thereof, and all common law rights connected with the Trade Marks

2. These rights shall include all rights which may subsist in the Trade Marks and all rights, privileges and advantages appertaining thereto, including the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of any rights in or relating to the Trade Marks whether committed before or after the date of this assignment, to the intent that the Trade Marks and the Registrations shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor attaching to the Trade Marks to hold the same unto the Assignee absolutely.
3. At the request of the Assignee, and at the Assignee's cost, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee to formally register the Assignee's title in the Trade Marks at the relevant Intellectual Property Offices. The Assignor agrees to assist the Assignee in any instance where Assignor's rights in the Trade Marks are blocking the Assignee's attempt to register the Trade Marks at any Intellectual Property Offices.
4. The Assignee shall be responsible for the registration of this assignment and the transfer of trade mark titles at the respective Intellectual Property Offices following payment of the consideration.
5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the Assignee. Each party undertakes to impose the obligations of this Agreement upon its successors in title.
6. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.
7. This Agreement shall be governed by and construed in accordance with the laws of England and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England.

IN WITNESS whereof the parties hereto have executed this document on the first date above written.

THE SCHEDULE 1

Country	Title	Official No	Classes	Filing Date	Value £
UNITED KINGDOM	PLANTASTIC	3184582	03	08-Sept-2016	170.00
USA	PLANTASTIC	5625081	03	08-Mar-2017	2849.00
International (MAP)		IR 1346339	03	08-Mar-2017	See below
Australia	PLANTASTIC	IR 1346339	03	08-Mar-2017	3000.00
China	PLANTASTIC	IR 1346339	03	08-Mar-2017	770.00
European Union	PLANTASTIC	IR 1346339	03	08-Mar-2017	900.00
India	PLANTASTIC	IR 1346339	03	08-Mar-2017	2250.00
Japan	PLANTASTIC	IR 1346339	03	08-Mar-2017	970.00
Philippines	PLANTASTIC	IR 1346339	03	08-Mar-2017	1500.00
UNITED KINGDOM	HAPPY FACE	3079507	03	30-Oct-2014	170.00
USA	HAPPY FACE	4900678	03,35	29-Apr-2015	
CANADA	HAPPY FACE	1725918	03,35,44	29-Apr-2015	1210.00
EUROPEAN UNION	HAPPY FACE	013985494	03,35,44	29-Apr-2015	1500.00
SOUTH AFRICA	HAPPY FACE	2015/11027	03	28-Apr-2015	1600.00
SOUTH AFRICA	HAPPY FACE	2015/13430	35	28-Apr-2015	
TAIWAN	HAPPY FACE	01754389	03	29-Apr-2015	1600.00
TAIWAN	HAPPY FACE	10772558	35	06-May-2015	2000.00
THAILAND	HAPPY FACE	984266	3	30-Apr-2015	2320.00
THAILAND	HAPPY FACE	181106867	35	05-Jun-2015	2320.00
International (MAP)	HAPPY FACE	IR 1259608	03,35,44	29-Apr-2015	See below
Australia	HAPPY FACE	IR 1259608	03	29-Apr-2015	3000.00
China	HAPPY FACE	IR 1259608	03	29-Apr-2015	770.00
India	HAPPY FACE	IR 1259608	03,35,44	29-Apr-2015	2250.00
Mexico	HAPPY FACE	IR 1259608	03,44	29-Apr-2015	1500.00
Republic of Korea	HAPPY FACE	IR 1259608	03,35,44	29-Apr-2015	2200.00
Domain	www.happyface.co.uk	bNamed	5 years	20-Oct-2014	122.50
Domain	www.happyface.store	bNamed	3 years	01-Jul-2016	162.00
Domain	www.happyface.uk	bNamed	3 years	13-Jun-2019	122.50
TOTAL					35,256.00

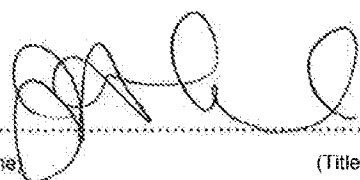
SIGNED, for and on behalf of)
 FOAM AND SUBSTANCE LIMITED)
 The Assignor)
 in the presence of:)

(Signatory) *Ave Kuske*
 (Name) ANNE KUSKE (Title) SIRENOR

(Witness) *Sandra Holloway*
 (Name) SANDRA HOLLOWAY

SIGNED, for and on behalf of
BEAUTY PIE LIMITED)
The Assignee)
in the presence of:)

(Signatory).....
(Name) (Title)



(Witness).....
(Name) SANDRA HOLLOWAY

