

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Creative Nail Design, Inc.		05/07/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Beautyge I
Street Address:	27 Hospital Road
Internal Address:	Cayman Corporate Centre c/o Walkers Corporate Limited
City:	George Town
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-9008
Entity Type:	Company Limited By Shares: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2990509	BRISA
Registration Number:	4731635	C
Registration Number:	3423891	CND
Registration Number:	3412514	CND
Registration Number:	3466796	CND C
Registration Number:	4716871	CND C
Registration Number:	4239360	CND C SHELLAC
Registration Number:	4340079	CND SHELLAC
Registration Number:	1912133	COOL BLUE
Registration Number:	2615809	CREATIVE SPA
Registration Number:	1989303	CUTICLE ERASER
Registration Number:	2004438	FORMATION
Registration Number:	2624508	GELBOND
Registration Number:	2182180	KOALA BUFFER
Registration Number:	2739892	NAIL FRESH
Registration Number:	4792078	OFFLY FAST
Registration Number:	2592298	PERFORMANCE FORMS

CH \$1015.00 2990509

Property Type	Number	Word Mark
Registration Number:	4791974	RESCUERXX
Registration Number:	2232067	RETENTION +
Registration Number:	2446912	SCRUBFRESH
Registration Number:	4810820	SHELLAC
Registration Number:	2473064	SOLAROIL
Registration Number:	1682575	SOLAROIL
Registration Number:	2738346	SOLARSPEED SPRAY
Registration Number:	2291399	SPAMANICURE
Registration Number:	2134214	SPAPEDICURE
Registration Number:	4970355	CND C CREATIVE PLAY
Registration Number:	4852821	CND C LED 3C TECHNOLOGY COMPLETE CHROMAT
Registration Number:	4848017	CND C SHELLAC XPRESS5
Registration Number:	5073403	CND NAILS
Registration Number:	5690056	CND SHELLAC LUXE
Registration Number:	5004273	CND SHELLAC XPRESS5
Registration Number:	4917660	CUCUMBER HEEL THERAPY
Registration Number:	5232552	DURAFORCE
Registration Number:	5073392	GARDENIA WOODS
Registration Number:	5266708	RIDGEFX
Registration Number:	3862232	SHELLAC
Registration Number:	5690063	SHELLAC LUXE
Registration Number:	4464135	VINYLUX
Registration Number:	4848016	XPRESS5

CORRESPONDENCE DATA

Fax Number:

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.

Email: lfranco@paulweiss.com, aspoto@paulweiss.com,
rschwartz@paulweiss.com

Correspondent Name: Rebecca B. Schwartz

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	2500-0360
NAME OF SUBMITTER:	Rebecca Schwartz
SIGNATURE:	/Rebecca Schwartz/
DATE SIGNED:	05/08/2020

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated effective as of May 7, 2020, is by and between Creative Nail Design, Inc. (the "Assignor") and Beautyge I ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties." All capitalized terms used but not defined herein shall have the respective meanings specified in, or incorporated by reference into, the Agreement (defined below).

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Upper Tier Transfer and Contribution Agreement as of the effective date hereof (the "Agreement") whereby Assignor has agreed to Convey the Transferred Assets to Assignee and Assignee has agreed to acquire the Transferred Assets from Assignor;

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Intellectual Property of Assignor associated with the Transferred Assets (the "Assigned Intellectual Property") as set forth below; and

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, state trademark offices, other applicable governmental authorities and other registrars the transfer and assignment of the Assigned Intellectual Property by the Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, including, without limitation, the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Grant of Assignment. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Assigned Intellectual Property, together with all of the goodwill associated therewith and symbolized thereby, including any applications, registrations, renewals and extensions thereof for the Assigned Intellectual Property, including as further detailed in the attached Exhibit A, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
2. Rights. The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Assigned Intellectual Property and all rights to sue for past, present or future infringement, misappropriation or other violation of the Assigned Intellectual Property, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Assigned Intellectual Property or assist any third party in any of the foregoing.
3. Further Assurances. Assignor will, at Assignor's sole cost and expense, promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect the rights and interests of Assignee in and to the Assigned Intellectual Property assigned herein.

4. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Assignor agrees that this Assignment and any of its rights, interests or obligations hereunder shall not be assigned, directly or indirectly, including, without limitation, by operation of law, without the prior written consent of Assignee. Assignee may freely assign this Assignment and any of its rights, interests or obligations hereunder.
5. Conflict with Agreement. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
7. Electronic Signatures. A signature to this Assignment delivered by email or other electronic means will be deemed valid.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).
9. Amendment. This Assignment may not be amended, modified, waived or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

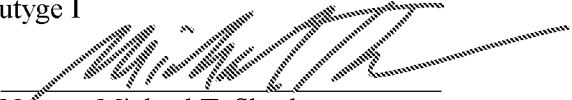
ASSIGNOR:

Creative Nail Design, Inc.

By: 
Name: Michael T. Sheehan
Title: Vice President

ASSIGNEE:

Beautyge I

By: 
Name: Michael T. Sheehan
Title: Director

[Signature Page to Intellectual Property Assignment – Upper Tier]

TRADEMARK
REEL: 006933 FRAME: 0830

Exhibit A

Intellectual Property

Trademarks

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
BRISA	78/341331	Dec 16 2003	2990509	Aug 30 2005
C (Stylized) (new logo)	86460324	Nov 20 2014	4731635	May 5 2015
CND	77/184633	May 18 2007	3423891	May 6 2008
CND	77/184652	May 18 2007	3412514	Apr 15 2008
CND C & Design	77/330794	Nov 15 2007	3466796	Jul 15 2008
CND C & Design	85778785	Nov 14 2012	4716871	Apr 7 2015
CND C SHELLAC & Design	85/977585	Apr 27 2011	4239360	Nov 6 2012
CND SHELLAC	85/978870	Apr 27 2011	4340079	May 21 2013
COOL BLUE	74/449437	Oct 22 1993	1912133	Aug 15 1995
CREATIVE SPA	76/026813	Apr 17 2000	2615809	Sep 3 2002
CUTTICLE ERASER	74/613343	Dec 21 1994	1989303	Jul 23 1996
FORMATION	75/012239	Oct 30 1995	2004438	Oct 1 1996
GELBOND	76/303358	Aug 22 2001	2624508	Sep 24 2002
KOALA BUFFER	75/306668	Jun 3 1997	2182180	Aug 18 1998
NAIL FRESH	76/404038	May 7 2002	2739892	Jul 22 2003
OFFLY FAST	86447906	Nov 7 2014	4792078	Aug 11 2015
PERFORMANCE FORMS	75/854579	Nov 19 1999	2592298	Jul 9 2002
RESCUERXX	86397318	Sep 17 2014	4791974	Aug 11 2015
RETENTION+	75/421730	Jan 22 1998	2232067	Mar 16 1999
SCRUBFRESH	75652838	Feb 26 1999	2446912	Apr 24 2001
SHELLAC	86/012783	Jul 17 2013	4810820	Sep 15 2015
SOLAROIL	75/876514	Dec 17 1999	2473064	Jul 31 2001
SOLAROIL (STYLIZED)	74/072221	Jun 25 1990	1682575	Apr 14 1992

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
SOLARSPEED SPRAY	76316094	Sep 24 2001	2738346	Jul 15 2003
SPAMANICURE	751310272	Jun 17 1997	2291399	Nov 9 1999
SPAPEDICURE	751227330	Jan 17 1997	2134214	Feb 3 1998
CND C CREATIVE PLAY logo (w/o splash design)	86627768	May 13 2015	4970355	May 31 2016
CND C LED 3C TECHNOLOGY COMPLETE CHROMATIC CURE (B&W logo on white)	86589143	Apr 7 2015	4852821	Nov 10 2015
CND C SHELLAC XPRESS5	86540562	Feb 20 2015	4848017	Nov 3 2015
CND NAILS	87049853	May 25 2016	5073403	Nov 1 2016
CND SHELLAC LUXE	88033254	Jul 11 2018	5690056	Mar 5 2019
CND SHELLAC XPRESS5	86540570	Feb 20 2015	5004273	Jul 19 2016
CUCUMBER HEEL THERAPY	86516526	Jan 28 2015	4917660	Mar 15 2016
DURAFORCE	87248298	Nov 26 2016	5232552	Jun 27 2017
GARDENIA WOODS	87041388	May 18 2016	5073392	Nov 1 2016
RIDGEFX	86818386	Nov 12 2015	5266708	Aug 15 2017
SHELLAC	77801818	Aug 11 2009	3862232	Oct 12 2010
SHELLAC LUXE	88033445	Jul 11 2018	5690063	Mar 5 2019
VINYLUX	851980523	Jun 18 2012	4464135	Jan 7 2014
XPRESS5	86539895	Feb 19 2015	4848016	Nov 3 2015

Copyrights

TITLE	REG. DATE	REG. NO.
Creative Nail Design, Inc., educational material	4/6/1982	TX0000965761
Creative Nail Design, Inc., instructor's manual	4/24/1986	TX0001811188
Eclipse: discover a new tip in our solar system	5/10/1993	VA0000573294
Formation: a new dimension in tip technology	5/10/1993	VA0000562902
Shellac Fedora Keyboard Flawed	6/14/2012	VA0001818099
Shellac Fedora Keyboard Flawless	6/14/2012	VA0001818095
Shellac French Flawed	6/14/2012	VA0001818108
Shellac French Flawless	6/14/2012	VA0001818109
Shellac Rose Bud Damaged	6/14/2012	VA0001818101
Shellac Rose Bud Perfect	6/14/2012	VA0001818096
Shellac Tropix Finger Flawed	6/14/2012	VA0001818106
Shellac Tropix Finger Flawless	6/14/2012	VA0001818098
Shellac Tutti Frutti Toes Flawed	6/14/2012	VA0001818105
Shellac Tutti Frutti Toes Flawless	6/14/2012	VA0001818107
Shellac Wildfire Key Flawed	6/14/2012	VA0001818111
Shellac Wildfire Key Flawless	6/14/2012	VA0001818100
Creative Scentsations hand & body lotion, birch & mint: 8.3 fl. oz./245ml	7/19/2000	VA0001017316
Creative Scentsations hand & body lotion, citrus & green tea: 8.3 fl. oz./245ml	7/19/2000	VA0001017320
Creative Scentsations hand & body lotion, Cran-Beary: 8.3 fl. oz./245ml	7/19/2000	VA0001017317
Creative Scentsations hand & body lotion, melon & jasmine: 8.3 fl. oz./245ml	7/19/2000	VA0001017318
Creative Scentsations hand & body lotion, peach & ginseng	7/19/2000	VA0001017315
Creative Scentsations hand & body lotion, pear & dandelion: 8.3 fl. oz./245ml	7/19/2000	VA0001017319
Creative Scentsations hand & body lotion, wildflower & chamomile: 8.3 fl. oz./245ml	7/19/2000	VA0001017314

Patents

TITLE	APP. NO.	FILING DATE	PATENT NO.	ISSUE DATE
COVALENTLY BONDING NAIL PRIMER	12127769	May 27, 2008	8481010	Jul 9, 2013
REMOVABLE COLOR GEL BASECOAT FOR ARTIFICIAL NAIL COATINGS AND METHODS THEREFORE	12555571	Sep 8, 2009	8263677	Sep 11, 2012
Removable Multilayer Nail Coating System and Methods Therefore	12573640	Oct 5, 2009	8541482	Sep 24, 2013
COMPOSITIONS AND METHODS FOR UV-CURRABLE COSMETIC NAIL COATINGS	13042436	Mar 7, 2011	8901199	Dec 2, 2014
Compositions and Methods for Nail Coatings	13079261	Apr 4, 2011	8399537	Mar 19, 2013
REMOVABLE COLOR LAYER FOR ARTIFICIAL NAIL COATINGS AND METHODS THEREFORE	13303584	Nov 23, 2011	8367742	Feb 5, 2013
Nail Lamp	13827389	Mar 14, 2013	9841233	Dec 12, 2017
COMPOSITIONS AND METHODS FOR UV-CURRABLE COSMETIC NAIL COATINGS	14713736	May 15, 2015	9717672	Aug 1, 2017
Nail Coatings Having Enhanced Adhesion	14786491	Apr 22, 2014	9713585	Jul 25, 2017
NAIL COATINGS HAVING ENHANCED ADHESION	15348266	Nov 10, 2016	10532020	Jan 14, 2020
Nail Lamp	15679523	Aug 17, 2017	10393433	Aug 27, 2019
NAIL PRODUCT CURRING LAMP	29383960	Jan 25, 2011	D662259	Jun 19, 2012
NAIL PRODUCT CURRING LAMP	29424673	Jun 14, 2012	D685949	Jul 9, 2013
NAIL PRODUCT CURRING LAMP	29456518	May 31, 2013	D702400	Apr 8, 2014

TRADEMARK

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RECORDED: 05/08/2020