

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575648

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
Beautyge I		05/07/2020	Company Limited By Shares: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	BrandCo Multicultural Group 2020 LLC		
Street Address:	3411 Silverside Road		
Internal Address:	Tatnall Building #104 c/o Corporate Creations Network Inc.		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19810		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	0699999	BASHFUL BLONDE	
Registration Number:	755682	CLEAN TOUCH	
Registration Number:	0700000	FRIVOLOUS FAWN	
Registration Number:	1507710	GREAT FEELING	
Registration Number:	0700001	PLUSH BROWN	
Registration Number:	1632090	POROSITY CONTROL	
Registration Number:	0715551	ROULITE	
Registration Number:	2797738	ROUX	
Registration Number:	1159642	SUPEROXIDE	
Registration Number:	1986318	TRUE SYSTEM	
Registration Number:	2822790	'TWEEN TIME	
Registration Number:	1165129	YOUNG COLOR	
Registration Number:	0954728	LOTTABODY	
Registration Number:	4889806	LOTTASTYLE	
Registration Number:	1002462	CREME OF NATURE	
Registration Number:	1236958	CREME OF NATURE	
Registration Number:	1604257	CREME OF NATURE	
TRADEMARK			

CH \$490.00 0699999

Property Type	Number	Word Mark
Registration Number:	4505875	EXOTIC SHINE
Registration Number:	4219538	PERFECT EDGES

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:	02500-0360
NAME OF SUBMITTER:	Rebecca Schwartz
SIGNATURE:	/Rebecca Schwartz/
DATE SIGNED:	05/09/2020

Total Attachments: 6

source=13733832_2_Revlon - BrandCo Multicultural Group 2020 LLC - US IP Lower-Tier Assignment Agreement (Executed)#page1.tif

source=13733832_2_Revlon - BrandCo Multicultural Group 2020 LLC - US IP Lower-Tier Assignment Agreement (Executed)#page2.tif

source=13733832_2_Revlon - BrandCo Multicultural Group 2020 LLC - US IP Lower-Tier Assignment Agreement (Executed)#page3.tif

source=13733832_2_Revlon - BrandCo Multicultural Group 2020 LLC - US IP Lower-Tier Assignment Agreement (Executed)#page4.tif

source=13733832_2_Revlon - BrandCo Multicultural Group 2020 LLC - US IP Lower-Tier Assignment Agreement (Executed)#page5.tif

source=13733832_2_Revlon - BrandCo Multicultural Group 2020 LLC - US IP Lower-Tier Assignment Agreement (Executed)#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated effective as of May 7, 2020, is by and between Beautyge I (the “Assignor”) and BrandCo Multicultural Group 2020 LLC (“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 Multicultural Group Lower 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:

Beautyge I

By: 
Name: Michael T. Sheehan
Title: Director

ASSIGNEE:

BrandCo Multicultural Group 2020 LLC

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

Exhibit A

Trademarks

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
BASHFUL BLONDE	72/074543	May 26 1959	0699999	Jun 21 1960
CLEAN TOUCH	72/157331	Nov 15 1962	755682	Aug 27 1963
FRIVOLOUS FAWN	72/074544	May 26 1959	0700000	Jun 21 1960
GREAT FEELING	73/716740	Mar 14 1988	1507710	Oct 11 1988
PLUSH BROWN	72/074545	May 26 1959	0700001	Jun 21 1960
POROSITY CONTROL (STYLIZED)	73/699557	Dec 7 1987	1632090	Jan 22 1991
ROULITE	72/101644	Jul 28 1960	0715551	May 16 1961
ROUX	78/204104	Jan 16 2003	2797738	Dec 23 2003
SUPEROXIDE	73/242704	Dec 13 1979	1159642	Jul 7 1981
TRUE SYSTEM	74/612269	Dec 19 1994	1986318	Jul 9 1996
TWEEN TIME	76/508637	Apr 22 2003	2822790	Mar 16 2004
YOUNG COLOR (STYLIZED)	73/209039	Mar 26 1979	1165129	Aug 18 1981
LOTTABODY	72/397880	Jul 21 1971	0954728	Mar 6 1973
LOTTASTYLE	85688148	Jul 26 2012	4889806	Jan 19 2016
CREME OF NATURE	73/000953	Sep 14 1973	1002462	Jan 28 1975
CREME OF NATURE	73/289929	Dec 15 1980	1236958	May 10 1983
CREME OF NATURE	73/758010	Oct 17 1988	1604257	Jul 3 1990
EXOTIC SHINE	85/526140	Jan 26 2012	4505875	Apr 1 2014
PERFECT EDGES	85/502718	Dec 22 2011	4219538	Oct 2 2012

None.

Copyrights

Patents

TITLE	APP. NO.	FILING DATE	PATENT NO.	ISSUE DATE
The Use of Herbs in Hair Relaxation	12176285	Jul 18, 2008	8025909	Sep 27, 2011

TRADEMARK

REEL: 006934 FRAME: 0733

RECORDED: 05/09/2020