

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575654

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 Almay 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: 29			
Property Type	Number	Word Mark	
Registration Number:	980494	ALMAY	
Registration Number:	2675119	ALMAY	
Registration Number:	5156232	ALMAY AGE ESSENTIALS	
Registration Number:	5272065	ALMAY AGE ESSENTIALS LIP TREATMENT	
Registration Number:	5282024	ALMAY AGE ESSENTIALS MAKEUP	
Registration Number:	5596957	ALMAY CLEAR COMPLEXION BLEMISH ARMOR	
Registration Number:	5351712	ALMAY INSTANT GLOW	
Registration Number:	4842179	ALMAY INTENSE I-COLOR EVENING SMOKY	
Registration Number:	4842182	ALMAY INTENSE I-COLOR EVERYDAY NEUTRALS	
Registration Number:	5085840	ALMAY INTENSE I-COLOR GEL SMOOTH LINER	
Registration Number:	4905770	ALMAY INTENSE I-COLOR PARTY BRIGHTS	
Registration Number:	5836162	ALMAY LIP VIBES	
Registration Number:	5686793	ALMAY	
Registration Number:	5050361	ALMAY ONE COAT GET UP & GROW EXTREME LEN	
Registration Number:	5149450	ALMAY ONE COAT MULTI-BENEFIT	
Registration Number:	5576817	ALMAY SHADOW SQUAD	
Registration Number:	4787287	ALMAY SIMPLY AMERICAN	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4791690	ALMAY SMART SHADE BUTTER KISS
Registration Number:	5576719	A
Registration Number:	5177213	ALMAY THE COMPLETE LOOK
Registration Number:	3975285	ALMAY WAKE-UP
Registration Number:	4408217	BOLD NUDES
Registration Number:	3261921	INTENSE I-COLOR
Registration Number:	5282700	MEGAPHONE BRUSH
Registration Number:	3990803	ONE COAT GET UP & GROW
Registration Number:	5582002	REVEAL THE TRUE YOU
Registration Number:	4415814	A
Registration Number:	3105258	SMART SHADE
Registration Number:	3481753	TRULY LASTING COLOR

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: 7

source=13733829_2_Revlon - BrandCo Almay 2020 LLC - US IP Lower-Tier Assignment Agreement (Executed)#page1.tif

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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 Almay 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 Almay 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.

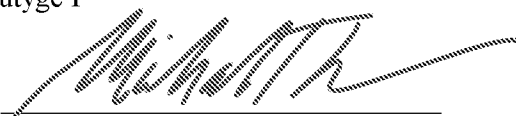
4. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Assignor agrees that this Assignment and any of its rights, interests or obligations hereunder shall not be assigned, directly or indirectly, 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 Almay 2020 LLC

By: 

Name: Michael T. Sheehan

Title: Vice President

Exhibit A

Trademarks

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
ALMAY	72437396	Oct 3 1972	980494	Mar 12 1974
ALMAY	78088155	Oct 12 2001	2675119	Jan 14 2003
ALMAY AGE ESSENTIALS	87173642	Sep 16 2016	5156232	Mar 7 2017
ALMAY AGE ESSENTIALS LIP TREATMENT	86897422	Feb 4 2016	5272065	Aug 22 2017
ALMAY AGE ESSENTIALS MAKEUP	86897421	Feb 4 2016	5282024	Sep 5 2017
ALMAY CLEAR COMPLEXION BLEMISH ARMOR	87576746	Aug 21 2017	5596957	Oct 30 2018
ALMAY INSTANT GLOW	87184321	Sep 27 2016	5351712	Dec 5 2017
ALMAY INTENSE I-COLOR EVENING SMOKY	86282057	May 15 2014	4842179	Oct 27 2015
ALMAY INTENSE I-COLOR EVERYDAY NEUTRALS	86284607	May 19 2014	4842182	Oct 27 2015
ALMAY INTENSE I-COLOR GEL SMOOTH LINER	86959112	Mar 31 2016	5085840	Nov 22 2016
ALMAY INTENSE I-COLOR PARTY BRIGHTS	86297804	Jun 2 2014	4905770	Feb 23 2016
ALMAY LIP VIBES	88075989	Aug 13 2018	5836162	Aug 13 2019
ALMAY Logo (2017)	87453337	May 17 2017	5686793	Feb 26 2019
ALMAY ONE COAT GET UP & GROW EXTREME LENGTH	86445742	Nov 5 2014	5050361	Sep 27 2016
ALMAY ONE COAT MULTI-BENEFIT	86959103	Mar 31 2016	5149450	Feb 28 2017
ALMAY SHADOW SQUAD	87499622	Jun 21 2017	5576817	Oct 2 2018
ALMAY SIMPLY AMERICAN	86349578	Jul 28 2014	4787287	Aug 4 2015
ALMAY SMART SHADE BUTTER KISS	86289315	May 22 2014	4791690	Aug 11 2015
Almay Stylized "A" logo (2017 version)	87427664	Apr 27 2017	5576719	Oct 2 2018
ALMAY THE COMPLETE LOOK	86716940	Aug 6 2015	5177213	Apr 4 2017
ALMAY WAKE-UP	77843625	Oct 7 2009	3975285	Jun 7 2011
BOLD NUDES	85662962	Jun 27 2012	4408217	Sep 24 2013
INTENSE I-COLOR	78384534	Mar 15 2004	3261921	Jul 10 2007
MEGAPHONE BRUSH	87183276	Sep 26 2016	5282700	Sep 5 2017

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
ONE COAT GET UP & GROW	77894472	Dec 15 2009	3990803	Jul 5 2011
REVEAL THE TRUE YOU	87572834	Aug 17 2017	5582002	Oct 9 2018
Small A Within Teardrop Shape Design	85680244	Jul 18 2012	4415814	Oct 8 2013
SMART SHADE	78583275	Mar 9 2005	3105258	Jun 13 2006
TRULY LASTING COLOR	77198691	Jun 6 2007	3481753	Aug 5 2008

Copyrights

TITLE	REG. NO.	REG. DATE
Almay Inc. sales training: pt. 1	TX0000156291	12/12/1978

Patents

TITLE	APP. NO.	FILING DATE	PATENT NO.	ISSUE DATE
Glycyrthetimidyl Hydroxyproline Alkyl Esters and Protected Derivatives Thereof	14771384	Aug 28, 2015	9439845	Sep 13, 2016
COSMETIC BOTTLE	29364834	Jun 29, 2010	D651902	Jan 10, 2012
COSMETIC BOTTLE	29407558	Nov 30, 2011	D697411	Jan 14, 2014
COSMETIC COMPACT	29470853	Oct 25, 2013	D735947	Aug 4, 2015
COSMETIC COMPACT	29470857	Oct 25, 2013	D737521	Aug 25, 2015

TRADEMARK

REEL: 006934 FRAME: 0782

RECORDED: 05/09/2020