

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581485

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	5

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
L'Oreal USA, Inc.		12/06/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	AcneFree, LLC
<b>Street Address:</b>	10411 Motor City Drive, Suite 750
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20817
<b>Entity Type:</b>	Limited Liability Company: MARYLAND

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	3555641	ACNE FREE
<b>Registration Number:</b>	3641445	ACNE FREE SEVERE SYSTEM
<b>Registration Number:</b>	3460627	TERMINATOR 10
<b>Registration Number:</b>	5853291	AF DERMATOLOGY INSPIRED CARE
<b>Registration Number:</b>	5853290	AF DERMATOLOGY INSPIRED CARE
<b>Serial Number:</b>	88575624	ACNE FREE CLEAR SKIN TREATMENTS
<b>Registration Number:</b>	3773694	ACNE FREE CLEAR SKIN TREATMENTS

## 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.*

**Phone:** 3014556341  
**Email:** jwong@ambi.com  
**Correspondent Name:** AcneFree, LLC  
**Address Line 1:** 10411 Motor City Drive  
**Address Line 2:** Suite 750  
**Address Line 4:** Bethesda, MARYLAND 20817

<b>NAME OF SUBMITTER:</b>	Joe Wong
<b>SIGNATURE:</b>	/Joe Wong/

TRADEMARK

<b>DATE SIGNED:</b>	06/16/2020
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**Total Attachments: 5**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), is made and executed effective as of December 6, 2019 by L’Oréal USA Creative, Inc., a Delaware corporation, with an address of 10 Hudson Yards, New York, New York 10001 (“**Assignor**”), and AcneFree, LLC, a Maryland limited liability company, with an address of 10411 Motor City Drive, Suite 750, Bethesda, Maryland 20817 (“**Assignee**”). Capitalized terms not otherwise defined in this Assignment will have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, L’Oréal USA, Inc. (“**Seller**”), an affiliate of Assignor, and Assignee, have entered into that certain Purchase Agreement, dated as of December 6, 2019 (the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Seller agreed to sell, assign, convey and deliver to Assignee, and Assignee agreed to purchase, all of Seller or its affiliates’ right, title and interest in and to those trademarks set forth on Schedule A (collectively, the “**Assigned Intellectual Property**”); and

WHEREAS, Assignor and Assignee wish to confirm such assignment.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Trademarks. Pursuant to the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably sells, conveys, assigns and transfers to Assignee and its successors all of Assignor’s worldwide right, title and interest in and to the Assigned Intellectual Property, including, without limitation, all common law rights relating thereto and all registrations thereof and applications therefor, together with all goodwill associated with, corresponding to, symbolized by and embodied in such trademarks, and including, any and all present and future benefits, privileges, causes of action, and remedies relating to the Assigned Intellectual Property after the Effective Date, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover any of the following, to the extent relating to the Assigned Intellectual Property after the Effective Date: damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Intellectual Property, (c) to any and all licenses or other similar contractual rights for the Assigned Intellectual Property, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds due or payable with respect to any of the Assigned Intellectual Property after the Effective Date, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Intellectual Property after the Effective Date.

2. Recordation of Assignment. Assignor will cooperate with Assignee to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Assignee, including without limitation, the United States Patent and Trademark Office.

3. The transfer of the Assigned Intellectual Property herein is made subject to and in accordance with the terms of the Purchase Agreement.

4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Assignee is the successor-in-interest to the Assigned Intellectual Property, for the purposes of 15 U.S.C. § 1060.

5. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

**L'ORÉAL USA CREATIVE, INC.**

By: 

Name: Nicholas Milosh

Title: SVP, Business Development

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

**TRADEMARK**  
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

ACNEFREE, LLC

By: 

Name: Joe Wong

Title: Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

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REEL: 006971 FRAME: 0205

Schedule A

Assigned Intellectual Property

Trademark Name	Country	Status	Appl. Date	Appl. Number	Reg. Date	Reg. Number
ACNE FREE	United States of America	Registered	14-Jul-2003	76/529327	06-Jan-2009	3555641
ACNE FREE CLEAR SKIN TREATMENTS	United States of America	Registered	04-Aug-2008	77/538297	06-Apr-2010	3773694
ACNE FREE SEVERE SYSTEM	United States of America	Registered	24-Jul-2008	77/531014	16-Jun-2009	3641445
TERMINATOR 10	United States of America	Registered	30-May-2007	77/193615	08-Jul-2008	3460627
AF DERMATOLOGY INSPIRED CARE and Design (Black & White)	United States of America	Registered	23-Oct-2018	88/166093	03-Sep-2019	5853291
AF DERMATOLOGY INSPIRED CARE and Design (Color)	United States of America	Registered	23-Oct-2018	88/166089	03-Sep-2019	5853290
ACNE FREE CLEAR SKIN TREATMENTS	United States of America	Pending	12-Aug-2019	88/575624		

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