

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583225

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Island Breeze Systems CA, LLC		06/16/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RARE BEAUTY, LLC		
<b>Street Address:</b>	222 N. PACIFIC COAST HIGHWAY		
<b>City:</b>	EL SEGUNDO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88247475	RARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<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>			
<b>Phone:</b>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Patchen M. Haggerty, Perkins Coie LLP		
<b>Address Line 1:</b>	1201 THIRD AVENUE, SUITE 4900		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	133426-4017.US01		
<b>NAME OF SUBMITTER:</b>	Patchen M. Haggerty		
<b>SIGNATURE:</b>	/Patchen M. Haggerty/		
<b>DATE SIGNED:</b>	06/26/2020		
<b>Total Attachments: 4</b>			
source=88247475 Trademark Assignment to Rare Beauty, LLC#page1.tif			
source=88247475 Trademark Assignment to Rare Beauty, LLC#page2.tif			
source=88247475 Trademark Assignment to Rare Beauty, LLC#page3.tif			
source=88247475 Trademark Assignment to Rare Beauty, LLC#page4.tif			

OP \$40.00 88247475

## Trademark Assignment Agreement

This Trademark Assignment Agreement ("**Trademark Assignment**"), dated as of June 16, 2020 (the "**Effective Date**"), is made by between Island Breeze Systems CA, LLC, a California limited liability company with an address of 3542 Fruitvale Ave #355, Oakland, CA 94602 ("**Assignor**"), and Rare Beauty, LLC, a Delaware limited liability company with an address of 222 N. Pacific Coast Highway, El Segundo, CA 90245 ("**Assignee**").

WHEREAS, Assignor has intended to use or has actually used in commerce the trademark identified on **Schedule 1** (the "**Trademark**"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Trademark worldwide and any applications and registrations therefor, including the applications and registrations identified on **Schedule 1** (the "**Assigned Trademarks**"); and

WHEREAS, Assignor has the intent to use in commerce the Trademark identified on **Schedule 1** and has been using the Trademark in association with preparations to do business, and has filed an Intent to Use Trademark Application in the United States indicating that intention, but has not yet filed allegations of use under §§ 1(c) or 1(d) of the U.S. Lanham Act for that Application with the United States Patent and Trademark Office ("**USPTO**"); and

WHEREAS, Assignor is assigning the Trademark identified in the U.S. Intent to Use Trademark Application as part an assignment of the entire business or portion thereof to which the Trademark pertains as required by § 10 of the U.S. Lanham Act; and

WHEREAS, Assignee, the successor of the entire portion of the business to which the Trademarks pertain, is desirous of acquiring said Trademark and the Assigned Trademarks, including without limitation the U.S. Intent to Use Trademark Application, and subsequent registrations therefor; and

WHEREAS, Assignee intends to continue the business of Assignor under the Trademarks.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

- a. the Assigned Trademarks set forth on **Schedule 1** hereto and all registrations, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the U.S. Intent to Use Trademark Application set forth on **Schedule 1** hereto, the Trademark is being assigned, pursuant to the Trademark Purchase Agreement (as defined below), as part of a transfer of the entire business or portion thereof to which the Trademark pertains as required by § 10 of the Lanham Act; and

b. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto, including as set forth in the Trademark Purchase Agreement.

3. Terms of the Trademark Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the terms of that certain Trademark Purchase Agreement between the parties dated June 16, 2020, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants and agreements contained in the Trademark Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Trademark Purchase Agreement and the terms hereof, the terms of the Trademark Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the Effective Date.

ISLAND BREEZE SYSTEMS CA, LLC

DocuSigned by:  
By: Michael Hartman

Name: Michael Hartman

Title: Chief Executive Officer

Address for Notices: 3542 Fruitvale Ave  
#355, Oakland, CA 94602

mh@islandbreezesystems.com

AGREED TO AND ACCEPTED:

Rare Beauty, LLC

DocuSigned by:  
By: Scott Friedman

Name: Scott Friedman

Title: Chief Executive Officer

Address for Notices: of 222 N. Pacific Coast  
Highway, El Segundo, CA 90245

scott@rarebeauty.com

**SCHEDULE 1****Assigned Trademarks**

## Trademark Registrations

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
RARE	EU	18088629	January 16, 2020

## Trademark Applications

<b>Trademark</b>	<b>Jurisdiction</b>	<b>ITU Status</b>	<b>Application Number</b>	<b>Filing Date</b>
RARE	U.S.	ITU	88247475	January 2, 2019
RARE	Canada	N/A	1973391	July 1, 2019