

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600686

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
Henry Thayer Company		07/31/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	L'Oreal USA, Inc.
Street Address:	10 Hudson Yards
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1262819	TWO TREES
Registration Number:	3523365	THAYERS
Registration Number:	3135009	VOCAL POWER PACK
Registration Number:	4305045	THAYERS
Registration Number:	4520487	T
Registration Number:	4646615	HENRY THAYER M.D.
Registration Number:	4832599	SINCE 1847 THAYERS NATURAL REMEDIES
Registration Number:	5646813	TRUST THE RED CAP HENRY THAYER, M.D.
Registration Number:	5992016	SINCE 1847 THAYERS NATURAL REMEDIES
Registration Number:	5802522	SINCE 1847 THAYERS NATURAL REMEDIES
Serial Number:	88893651	SINCE 1847 THAYERS NATURAL REMEDIES SLIP
Serial Number:	88893666	SINCE 1847 THAYERS NATURAL REMEDIES BLEM
Serial Number:	88893644	SLIP BALM
Serial Number:	88893646	SINCE 1847 THAYERS NATURAL REMEDIES SLIP
Serial Number:	88893655	SINCE 1847 THAYERS NATURAL REMEDIES HENR
Serial Number:	88893661	SINCE 1847 THAYERS NATURAL REMEDIES WITC
Serial Number:	88893672	SINCE 1847 THAYERS NATURAL REMEDIES WITC
Serial Number:	88893677	SINCE 1847 THAYERS NATURAL REMEDIES DRYM

CH \$515.00 1262819

Property Type	Number	Word Mark
Serial Number:	88096285	TRUST THE RED CAP HENRY THAYER, MD
Serial Number:	88754566	SINCE 1847 THAYERS NATURAL REMEDIES

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: 2129844177
 Email: lisa.gigliotti@loreal.com
 Correspondent Name: Lisa M. Gigliotti
 Address Line 1: 10 Hudson Yards
 Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	Lisa M. Gigliotti
SIGNATURE:	/Lisa M. Gigliotti/
DATE SIGNED:	10/01/2020

Total Attachments: 9
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), dated as of July 31, 2020, is by and between Henry Thayer Company, a Delaware corporation (“Assignor”), and L’Oreal USA, Inc., a Delaware corporation (“Assignee” and, together with the Assignor, the “Parties” and each, a “Party”).

WHEREAS, this Assignment is made and entered into in connection with the Closing of the Transactions contemplated by that certain Asset Purchase Agreement, dated as of June 18, 2020, by and between Assignor, L’Oreal USA, Inc., an affiliate of Assignee, and certain other parties thereto (the “Purchase Agreement”);

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell to L’Oreal USA, Inc., an affiliate of Assignee, and L’Oreal USA, Inc. agreed to purchase from Assignor, the Purchased Assets, including the registered Marks and pending applications for registration of Marks, set forth on Exhibit A (collectively, the “Assigned IP”); and

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 2.8(a)(vi) and Section 2.8(b)(iii) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns and transfers to Assignee its entire worldwide right, title and interest in and to the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Filing and Recordation. The Parties agree that Assignee shall, at its sole cost and expense, promptly file and record this Assignment, or the equivalent of this Assignment to the extent required with the United States Patent and Trademark Office as necessary to record Assignee as the assignee and owner of the Assigned IP.
3. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or

unenforceable provision had never comprised a part of this Assignment, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from and after the date of this Assignment and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible.

4. Entire Agreement. This Assignment (including the exhibits hereto) sets forth the entire understanding of the Parties with respect to the subject matter of this Assignment. Any and all previous agreements and understandings between or among the Parties regarding the subject matter of this Assignment, whether written or oral, are superseded by this Assignment; provided, however, that this Assignment is made subject to the Purchase Agreement and in the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.
5. Governing Law. This Assignment and the other transactions contemplated hereby (whether sounding at law or in equity, in contract, in tort or otherwise) shall be governed by and interpreted and enforced in accordance with the Laws of the State of New York, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.
6. Consent to Jurisdiction; Waiver of Jury Trial. Each Party irrevocably submits to the exclusive jurisdiction of any state or federal court located within the County of New York in the State of New York for the purposes of any Proceeding arising out of this Assignment, or the transactions contemplated hereby, and irrevocably agrees to commence and litigate any such Proceeding only in such courts. Each Party hereby (a) irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of this Assignment or the transactions contemplated hereby in such courts, (b) irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum, and (c) irrevocably and unconditionally agrees to be bound by any judgment rendered by any such court. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS, INCLUDING COUNTERCLAIMS, OF THE PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS ASSIGNMENT OR THEREOF.
7. Successors. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.
8. Headings. All headings contained in this Assignment are for convenience of reference only, do not form a part of this Assignment and shall not affect in any way the meaning or interpretation of this Assignment.

9. Counterparts. This Assignment, and the other documents, agreements and instruments to be delivered in connection with this Assignment, may be executed in counterparts, and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The Parties agree that the delivery of this Assignment, and the other documents, agreements and instruments to be delivered in connection with this Assignment, may be effected by means of an exchange of electronically transmitted signatures (including by electronic mail in .pdf format).

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

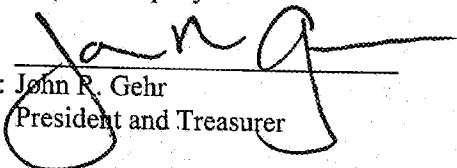
ASSIGNOR

Henry Thayer Company

By:

Name: John R. Gehr

Title: President and Treasurer

A handwritten signature in black ink, appearing to read "John R. Gehr", is written over a horizontal line. The signature is stylized and includes a large loop at the end.

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007066 FRAME: 0727

ASSIGNEE

L'Oreal USA, Inc.

By: _____

Name: Nicholas Milosh

Title: Senior Vice President, Business
Development

EXHIBIT A

ASSIGNED IP

Registered Marks and Pending Applications

Trademark	Country	Status	Filing Date	Application No.	Registration Date	Registration No.	Owner
SINCE 1847 THAYERS NATURAL REMEDIES SLIPPERY ELM LOZENGES	United States of America	Pending Intent to Use	29-Apr-20	88/893651			Henry Thayer Company
SINCE 1847 THAYERS NATURAL REMEDIES BLEMISH CLEARING WITCH HAZEL ALOE VERA FORMULA WITH 2% SALICYLIC ACID	United States of America	Pending Intent to Use	29-Apr-20	88/893666			Henry Thayer Company
SLIP BALM	United States of America	Pending	4/29/2020	88/893644			Henry Thayer Company
SINCE 1847 THAYERS NATURAL REMEDIES SLIPPERY ELM SLIP BALM CERTIFIED ORGANIC	United States of America	Pending Intent to Use	29-Apr-20	88/893646			Henry Thayer Company
SINCE 1847 THAYERS NATURAL REMEDIES HENRY THAYER, M.D. GENTLEMAN	United States of America	Pending Intent to Use	29-Apr-20	88/893655			Henry Thayer Company
SINCE 1847 THAYERS NATURAL REMEDIES WITCH HAZEL ALOE VERA FORMULA	United States of America	Pending Intent to Use	29-Apr-20	88/893661			Henry Thayer Company
SINCE 1847 THAYERS NATURAL REMEDIES WITCH HAZEL	United States of America	Pending Intent to Use	29-Apr-20	88/893672			Henry Thayer Company

ALOE VERA FORMULA							
SINCE 1847 THAYERS NATURAL REMEDIES DRY MOUTH SPRAY SLIPPERY ELM	United States of America	Pending Intent to Use	29-Apr-20	88/893677			Henry Thayer Company
TWO TREES	United States of America	Registered	6-Jul-82	73/373193	3-Jan-84	1262819	Henry Thayer Company
THAYERS	United States of America	Registered	27-Sep-07	77290179	28-Oct-08	3523365	Henry Thayer Company
VOCAL POWER PACK	United States of America	Registered	17-Nov-04	78518283	29-Aug-06	3135009	Henry Thayer Company
THAYERS	United States of America	Registered	24-Jul-12	85685931	19-Mar-13	4305045	Henry Thayer Company
MISCELLANEOUS DESIGN	United States of America	Registered	7-Jun-13	85953455	29-Apr-14	4520487	Henry Thayer Company

HENRY THAYERS M.D. & DESIGN	United States of America	Registered	27-Jan-14	86176290	25-Nov-14	4646615	Henry Thayer Company
SINCE 1847 THAYERS NATURAL REMEDIES & DESIGN	United States of America	Registered	27-Jan-14	86176293	13-Oct-15	4832599	Henry Thayer Company
TRUST THE RED CAP / HENRY THAYER, MD (STYLIZED AND/OR WITH DESIGN)	United States of America	Registered	27-Mar-18	87851637	8-Jan-19	5646813	Henry Thayer Company
SINCE 1847 THAYERS NATURAL REMEDIES & DESIGN	United States of America	Registered	28-Aug-18	88096246	18-Feb-20	5992016	Henry Thayer Company
TRUST THE RED CAP / HENRY THAYER, MD (STYLIZED AND/OR WITH DESIGN)	United States of America	Pending	28-Aug-18	88096285			Henry Thayer Company
SINCE 1847 THAYERS NATURAL	United States of America	Pending. Office Action issued May 7, 2020.	10-Jan-20	88754566			Henry Thayer Company

REMEDIES & DESIGN							
SINCE 1847 THAYERS NATURAL REMEDIES & DESIGN	United States of America	Registered	28-Aug-18	88975364	9-Jul-19	5802522	Henry Thayer Company