

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
La Rameri Inc.		10/21/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Codex Beauty Corporation		
Street Address:	1900 Camden Avenue		
Internal Address:	Suite 101		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95124		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6016352	CODE X	
CORRESPONDENCE DATA			
Fax Number:	8013281707		
<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>			
Email:	docketing@wnlaw.com		
Correspondent Name:	J.Paul Norton		
Address Line 1:	60 East South Temple		
Address Line 2:	Suite 1000		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	J. Paul Norton		
SIGNATURE:	/ J. Paul Norton/		
DATE SIGNED:	10/22/2020		
Total Attachments: 6			
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OP \$40.00 6016352

Assignment and License Agreement

THIS ASSIGNMENT AND LICENSE AGREEMENT (the “*Agreement*”), having an effective date as of the last day signed below (“*Effective Date*”), is made by and between CODEX BEAUTY CORPORATION, a Delaware corporation doing business at 1900 Camden Avenue, Suite 101, San Jose, CA 95124 (“*Codex Beauty*”), and LA RAMERI INC., a corporation organized under the laws of the State of Florida, with a correspondence address of 1 Independent Drive, Suite 111, Jacksonville, FL 32202 (“*La Rameri*”). Codex Beauty and La Rameri may be referred to herein individually as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Codex Beauty is a global skincare company that uses the mark CODEX BEAUTY and related marks (collectively the “*Codex Beauty Marks*”) as a means of developing, branding, and promoting its goods and services and owns various registered and common law rights in and to the Codex Beauty Marks in various jurisdictions throughout the world; and

WHEREAS, La Rameri uses the mark CODE X (“*the CODE X Mark*”) in connection with beauty care and cosmetic products and has acquired U.S. Trademark Reg. No. 6,016,352 for the CODE X Mark for use in connection with body and beauty care cosmetics in International Class 003 (“*the '352 Registration*”); and

WHEREAS, Codex Beauty filed proceeding no. 92073839 with the Trademark Trial and Appeal Board asserting its rights in and to the Codex Beauty Marks and seeking to cancel the '352 Registration (“*the Cancellation Proceeding*”); and

WHEREAS, based on the Parties’ desire to resolve any potential conflict with respect to their respective use of the Codex Beauty Marks and the CODE X Mark, the Parties have herewith entered into a Settlement Agreement which includes, among others, an obligation by which the Parties shall execute this Agreement.

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

1. *Assignment of the CODE X Mark and the '352 Registration.*
 - a. La Rameri hereby exclusively and irrevocably assigns all of its right, title, and interest in and to the CODE X Mark and the '352 Registration including, but not limited to, all registered and common law rights therein and all goodwill associated therewith, to Codex Beauty. This assignment includes all rights to sue and recover damages and/or profits for past infringements.
 - b. La Rameri will thereafter provide all cooperation reasonably requested by Codex Beauty to assist Codex Beauty to establish, perfect, or defend its rights in the CODE X Mark, including executing any assignments, releases, forms, or other documentation deemed necessary by Codex Beauty to formalize and effectuate this assignment at the United States Patent and Trademark Office or otherwise.

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

5. *Exclusive Ownership and Enforcement.*

- a. La Rameri agrees and acknowledges that all right, title, interest, and ownership in and to the CODE X Mark will remain with Codex Beauty. La Rameri will not oppose, seek to cancel, contest, challenge, or otherwise object to, either directly or indirectly, on any basis whatsoever, Codex Beauty's ownership and use of the CODE X Mark, or its rights therein in any jurisdiction.
- b. Further, La Rameri agrees and acknowledges that all goodwill associated with or created by its use of the CODE X Mark shall exclusively inure to the benefit of Codex Beauty.

- c. During the license term, La Rameri agrees to inform Codex Beauty promptly of any possible infringement, or of any passing off or unfair competition affecting the CODE X Mark that comes to La Rameri's attention.
 - d. La Rameri may not institute any lawsuit or take any action on account of any actual or alleged infringement, passing off or unfair competition, relating to the CODE X Mark. All sums recovered in any such lawsuits, whether by judgment, settlement or otherwise, will be retained solely by Codex Beauty.
6. *Indemnification.* La Rameri shall indemnify and hold harmless Codex Beauty and its affiliates and their respective officers, directors, employees, agents and representatives from and against any and all losses, damages, penalties, costs and expenses (including reasonable attorneys' fees) arising out of: (a) any breach by any La Rameri of any term or condition of this Agreement or the use of the CODE X Mark, and (b) any claim or allegation by a third party arising from, relating to, or resulting from, the use of CODE X Mark by, or the manufacture, marketing, sale or use of any products or services bearing the CODE X Mark sold or serviced by, or on behalf of, any La Rameri including, without limitation, any product liability claims.
 7. *Related entities.* This Agreement shall be binding upon and inure to the benefit of all Parties hereto and their respective successors, permitted assigns, and affiliates.
 8. *Warranties.* Each Party hereby represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations under this Agreement, and that this Agreement has been duly executed by it. The representations and warranties of the Parties made anywhere in this Agreement are true and accurate as of the Effective Date and survive the execution of this Agreement.
 9. *No Additional License or Joint Venture.* Nothing in this Agreement shall be construed as providing any Party with a license of any type, form, or manner from any other Party other than the license specifically identified in this Agreement. Nothing in this Agreement shall be construed as forming a joint venture or partnership of any kind between Codex Beauty and La Rameri.
 10. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties, superseding any and all previous oral or written representations, communications, understandings or agreements with respect to the subject matter of this Agreement. Each of the Parties represent and warrant that in executing this Agreement, it or he or she is not relying, and has not relied upon any representation, warranty or statement made by anyone that is not recited in this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties involved and specifically referring to this Agreement.
 11. *Advice of Counsel.* In entering this Agreement, each of the Parties represent and acknowledge that it or he or she has sought and obtained the legal advice of its or his or her own attorneys, who are the attorneys of their choice. The Parties each further represent that the terms of this Agreement were negotiated and voluntarily accepted. This Agreement will be construed without regard to the Party or Parties responsible for its preparation and will be deemed to have been prepared jointly by the Parties.

12. *Governing Law and Jurisdiction.* The interpretation, construction, validity, performance and enforcement of this Agreement shall be exclusively governed in accordance with the laws of the State of Utah, except with respect to matters of federal law which shall be governed by the laws of the United States. Exclusive jurisdiction and venue for the resolution of any dispute regarding this Agreement shall be in the United States District Court for the District of Utah or applicable state court of Utah. Each of the Parties submits itself or his or herself, as the case may be, to the exclusive jurisdiction and venue of such courts for any such actions.
13. *Severability.* If one or more provisions of this Agreement are ruled wholly or partially invalid or unenforceable by a court or other tribunal, the validity and enforceability of all other provisions of this Agreement will not in any way be affected or impaired, and the remainder of this Agreement will continue in full force and effect.
14. *No Admissions.* Nothing contained in this Agreement shall be construed as an admission of liability or a statement against interest by any Party for any purpose.
15. *Transferability.* La Rameri's rights and obligations under this Agreement are not assignable by them without the prior written consent of Codex Beauty. Codex Beauty may assign its rights and obligations at will and without La Rameri's consent.
16. *No Waiver.* No breach of this Agreement or any provision herein can be waived except by express written waiver executed by the Party involved waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement.

■ [REDACTED]

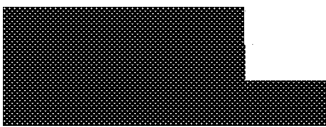
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



- 18. *Attorneys' Fees.* Each Party shall be responsible for its own attorney fees and costs in connection with this Agreement.
- 19. *Assurances.* Each Party agrees to promptly execute and deliver to the other Party any and all documents, papers, or writings, and to take any and all steps, reasonably necessary or appropriate to consummate this Agreement and each and every provision hereof. Each Party shall bear its own costs incident to compliance with this Agreement.
- 20. *Duplicates.* This Agreement may be executed by facsimile or PDF in multiple counterparts, each of which shall be deemed an original, which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement by their authorized representatives on the dates set forth below.

CODEx BEAUTY CORPORATION

LA RAMERI INC.

By: *Barbara A Paldus*

By: _____

Printed Name: Barbara A Paldus

Printed Name: _____

Title: CEO

Title: _____

Date: 21 OCT 2020

Date: _____



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- 20. *Duplicates.* This Agreement may be executed by facsimile or PDF in multiple counterparts, each of which shall be deemed an original, which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement by their authorized representatives on the dates set forth below.

CODEX BEAUTY CORPORATION

LA RAMEE INC.

By: _____

By: Donna Spikes

Printed Name: _____

Printed Name: Donna A Spikes

Title: _____

Title: CEO

Date: _____

Date: 10/21/2020