

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIG IP OpCo, LLC		12/31/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Elixir Cosmetics OpCo, LLC		
Street Address:	631 N 400 W		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5072317	BABE LASH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2128354858		
Email:	ipdocketing@haynesboone.com, erin.hennessy@haynesboone.com, annie.allison@haynesboone.com		
Correspondent Name:	Erin S. Hennessy		
Address Line 1:	30 Rockefeller Plaza, 26th Floor		
Address Line 4:	New York, NEW YORK 10112		
NAME OF SUBMITTER:	S. Annie Allison		
SIGNATURE:	/S. Annie Allison/		
DATE SIGNED:	01/27/2021		
Total Attachments: 6			
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OP \$40.00 5072317

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”), dated as of December 31, 2020 (the “*Assignment Date*”), is entered into by and between BIG PledgeCo, LLC, a Delaware limited liability company (“*PledgeCo*”) and BIG IP OpCo, LLC, a Utah limited liability company (collectively, with PledgeCo, “*Assignor*”), and Elixir Cosmetics OpCo, LLC, a Utah limited liability company (“*Assignee*”).

RECITALS

A. Assignee is engaged in the business of providing, designing, developing, buying, selling, marketing, wholesaling, and distributing services and products involving eyelash serums, mascaras and eyelash conditioners (the “*Business*”).

B. Assignor owns all right, title and interest in and to certain unregistered, applied-for and registered trademarks, copyrights, patents, domain names, and other intellectual property related to and/or used in the Business that are either (i) Material Business Assets (as defined in the Purchase Agreement), or (ii) otherwise set forth on Exhibit A hereto (collectively, the “*Intellectual Property*”).

C. PledgeCo and Assignee plan to enter into that certain Membership Interest Purchase Agreement (the “*Purchase Agreement*”), by and among PledgeCo, Assignee, and Lash HoldCo, LLC, a Delaware limited liability company (“*Lash HoldCo*”), pursuant to which Lash HoldCo will purchase all of the issued and outstanding limited liability company interests of Assignee (the “*Transaction*”).

D. In preparation for the Transaction, Assignor and Assignee wish to enter into this Assignment to establish and confirm that Assignee owns all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all worldwide right, title and interest in and to the Intellectual Property, free and clear of any liens, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Assignment Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Section 2. Assistance. From time to time, as and when reasonably requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of Assignor, executing and delivering to Assignee such assignments, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as

necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

Section 3. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties hereto may be evidenced by way of an electronic transmission of such party's signature, and such electronically transmitted signature shall be deemed to constitute the original signature of such party.

Section 4. **Governing Law.** This Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

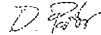
Section 5. **Agreements with Third Persons.** Assignor hereby acknowledges and agrees that any agreement between or among any party hereto and any third person executed in connection with the assignment of any Intellectual Property shall not override, supersede, modify, limit, or amend in any manner the agreement of the parties with respect to this Assignment or the transactions contemplated by the Purchase Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized representatives, all as of the Assignment Date.

ASSIGNOR:

BIG PLEDGECO, LLC



By: _____

Name: Derrick Porter

Title: President & Chief Executive Officer

BIG IP OPCO, LLC

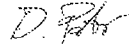


Name: Steven Leistner

Title: Secretary

ASSIGNEE:

ELIXIR COSMETICS OPCO, LLC



By: _____

Name: Derrick Porter

Title: President & Chief Executive Officer

EXHIBIT A

Intellectual Property

Trademarks:

All common law rights to the name "BABE LASH" in any form anywhere in the world.

Any applications, registrations, or other filings for trademarks for BABE LASH, anywhere in the world, including the following applications and registrations:

USPTO Registration No.: 5072317

Owner: BIG IP OPCO, LLC (ETAS ID: TM521012)

G&S: Class 003- Cosmetics, namely mascara, eyeliner, eyelash serum, namely, non-medicated serums for use on eyelashes; eyelash extension fibers.

Registration Date: 11/1/16

Expiration: 11/1/22

Renewal: 11/1/21

Chile Registration No.: 1316920

Owner: BIG IP OPCO, LLC

G&S: Class 003- Cosmetics, namely mascara, eyeliner, eyelash serum, namely, non-medicated serums for use on eyelashes; eyelash extension fibers.

Registration Date: 02/20/20

Expiration: 2/20/30

Renewal: 2/20/29

Guatemala Application No.: 2019-008234

Owner: BIG IP OPCO, LLC

G&S: Class 003- Cosmetics, namely mascara, eyeliner; eyelash serum, namely, non-medicated serums for use on eyelashes; eyelash extension fibers.

Application Date: 08/29/2019

Expiration: N/A

Renewal: N/A

Brazil Application No.: 918771390

Owner: BIG IP OPCO, LLC

G&S: Class 003- Cosmetics, namely mascara, eyeliner; eyelash serum, namely, non-medicated serums for use on eyelashes; eyelash extension fibers.

Application Date: 11/29/2019

Expiration: N/A

Renewal: N/A

Nicaragua Application No.: M2019-002133

Owner: BIG IP OPCO, LLC E.U.A.

G&S: Class 003- cosmetics such as: mascara and eyeliner, eyelashes, serum, ie non-medicated serums for use on eyelashes; fibers for eyelash extension.

Application Date: 8/29/2019

Expiration: N/A

Renewal: N/A