

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648734

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900616139
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
L'Oreal USA Creative, Inc.		12/31/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BAXTER OF CALIFORNIA LLC
Street Address:	10411 Motor City Drive, Suite 750
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20817
Entity Type:	Limited Liability Company: MARYLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2544796	BAXTER OF CALIFORNIA
Registration Number:	3969540	BAXTER FINLEY BARBER & SHOP
Registration Number:	5884949	BAXTER OF CALIFORNIA
Registration Number:	5884950	BAXTER OF CALIFORNIA
Registration Number:	5347955	BAXTERPEDIA
Registration Number:	4679058	GROOMING GENERATIONS OF GENTLEMEN
Registration Number:	4839700	HYDRO SALVE
Registration Number:	4839697	HYDRO SALVE
Registration Number:	3343903	SUPER SHAPE

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: BAXTER OF CALIFORNIA LLC

Address Line 1: 11910 Parklawn Drive

Address Line 2: Unit P

TRADEMARK

Address Line 4: Rockville, MARYLAND 20852

NAME OF SUBMITTER: Joe Wong

SIGNATURE: /Joe Wong/

DATE SIGNED: 05/21/2021

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY (L'Oréal USA Creative)

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Assignment**"), is made and executed effective as of December 31, 2020 by L'Oréal USA Creative, Inc., a Delaware corporation, with an address of 10 Hudson Yards, New York, New York 10001 ("**Assignor**"), and Baxter of California LLC, a Maryland limited liability company, with an address of 10411 Motor City Drive, Suite 750, Bethesda, MD 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, Assignee and L'Oréal USA, Inc., a Delaware corporation, an affiliate of Assignor ("**Seller**") have entered into that certain Purchase Agreement, dated as of December 6, 2020 (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's 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: Thomas Sarakatsannis

Name: Thomas J. Sarakatsannis

Title: Senior Vice President

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.

BAXTER OF CALIFORNIA LLC

By: Joe Wong

Name: Joe Wong

Title: Managing Member

Schedule A

Assigned Intellectual Property

Trademark Name	Country	Status	Appl. Date	Appl. Number	Reg. Date	Reg. Number
BAXTER FINLEY BARBER & SHOP	U.S.A.	Registered	23-Aug-2010	85/113323	31-May-2011	3969540
BAXTER OF CALIFORNIA	U.S.A.	Registered	11-Apr-2019	88/381963	15-Oct-2019	5884949
BAXTER OF CALIFORNIA	U.S.A.	Registered	11-Apr-2019	88/381967	15-Oct-2019	5884950
BAXTER OF CALIFORNIA (and Design)	U.S.A.	Registered	16-Apr-2001	76/240472	05-Mar-2002	2544796
BAXTERPEDIA	U.S.A.	Registered	07-Jul-2016	87/976031	28-Nov-2017	5347955
GROOMING GENERATIONS OF GENTLEMEN/2 lines	U.S.A.	Registered	01-Jul-2014	86/325386	27-Jan-2015	4679058
HYDRO SALVE	U.S.A.	Registered	22-Sep-2014	86/401974	27-Oct-2015	4839700
HYDRO SALVE	U.S.A.	Registered	22-Sep-2014	86/401577	27-Oct-2015	4839697
SUPER SHAPE	U.S.A.	Registered	05-Jan-2006	78/785874	27-Nov-2007	3343903