

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690030

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <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> |
| NSE Products, Inc.  |  | 09/24/2021            | Corporation: UTAH  |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Rare Beauty Brands, Inc.                           |                       |                    |
| <b>Street Address:</b>  | 83 Morse Street                                    |                       |                    |
| <b>Internal Address:</b>  | Suite 8A   |                       |                    |
| <b>City:</b>  | Norwood  |                       |                    |
| <b>State/Country:</b>   | MASSACHUSETTS                                      |                       |                    |
| <b>Postal Code:</b>   | 02062  |                       |                    |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                    |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 4973801  | DR. DANA              |                    |
| <b>Registration Number:</b>   | 4983930  | D                     |                    |
| <b>Registration Number:</b>   | 5214402  | LIPS & TIPS           |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 2125295132   |                       |                    |
| <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>   | 212-529-5131                                       |                       |                    |
| <b>Email:</b>   | docket@mkwllp.com                                  |                       |                    |
| <b>Correspondent Name:</b>  | MAURIEL KAPOUYTIAN WOODS LLP                       |                       |                    |
| <b>Address Line 1:</b>  | 15 W. 26TH STREET                                  |                       |                    |
| <b>Address Line 2:</b>  | 7TH FLOOR  |                       |                    |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10010                           |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Benjamin Charkow                                   |                       |                    |
| <b>SIGNATURE:</b>   | /Benjamin Charkow/                                 |                       |                    |
| <b>DATE SIGNED:</b>   | 11/23/2021   |                       |                    |
| <b>Total Attachments: 7</b>   |  |                       |                    |
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## INTELLECTUAL PROPERTY TRADEMARK ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”) is made and entered as of September 24, 2021 (the “Effective Date”), by and between NSE Products, Inc., a Utah corporation, having an address of 75 West Center Street, Provo, UT 84601 (“Assignor”), and Rare Beauty Brands, Inc., a Delaware corporation, having an address of 83 Morse Street, Suite 8A, Norwood, MA 02062 (“Assignee”) (each a “Party,” and collectively, the “Parties”).

### RECITALS

WHEREAS, pursuant to and in accordance with the Asset Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor related to the Business;

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

1. **Assignment.** Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of its right, title, and interest in and to the following (collectively, the “Intellectual Property Assets”):
  - a. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Trademarks”);
  - b. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “Copyrights”), including without limitation, the Copyrights set forth on Exhibit X attached hereto;
  - c. all trade secret rights, including any rights to unpatented inventions, know-how, technology, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
  - d. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;
  - e. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”), including without limitation, those set forth on Exhibit X attached hereto;

- f. all internet websites and internal domain names, including, without limitation, those set forth on Exhibit B attached hereto (collectively, the “Domain Names”);
- g. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Exhibit E attached hereto (collectively, the “Social Media Accounts”);
- h. the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof, and any and all other tangible or intangible rights arising from or related to the intellectual property rights identified above;
- i. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “Licenses”);
- j. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Domain Names, or Social Media Accounts; and
- k. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- l.

**2. Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this Agreement upon request by Assignee, its successors, assigns, nominees or other legal representatives.

**3. Representations by Assignor.** Assignor represents that it is the owner of all rights in and to the Intellectual Property Assets and that it has the right to grant the assignment herein to Assignee.

**4. Procedures.** Assignor agrees that, upon request, it will, at Assignee’s expense for any reasonable costs incurred, promptly furnish all necessary documentation relating to or supporting chain of title and confirming Assignee’s ownership of all right, title, and interest in and to the Intellectual Property Assets and sign and deliver all papers, take all rightful oaths, and do all acts that may be reasonably necessary for vesting title to the Intellectual Property Assets in Assignee, its successors and assigns. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor and to execute and record as its attorney-in-fact such transfer documentation.

**5. Successors and Assigns.** This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

**6. Entire Agreement; Counterparts.** This Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous agreements, whether written or oral, with regard to the Intellectual Property Assets. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound. An executed copy of this Agreement may be delivered by means of a facsimile machine or other electronic transmission (including .pdf.,

tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

**IN WITNESS WHEREOF**, duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

**NSE PRODUCTS, INC. (ASSIGNOR)**

By: \_\_\_\_\_  
Name: Blaine Knight  
Title: Vice President

DocuSigned by:  
*Blaine Knight*  
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**RARE BEAUTY BRANDS, INC. (ASSIGNEE)**

By: \_\_\_\_\_  
Name: Christopher Hobson  
Title: President and CEO

DocuSigned by:  
*Chris Hobson*  
21F907F4E94F4DF...

**EXHIBIT A**

**TRADEMARKS**

Registered Trademarks

Registered Trademarks

| Country | Trademark Name | Registration No. | Registration Date | Classes |
|---------|----------------|------------------|-------------------|---------|
| AU      | DR. DANA       | 1909336          | 23-Feb-18         | 08 Int. |

|    |              |               |              |         |
|----|--------------|---------------|--------------|---------|
| BN | DR. DANA     | 49628         | 20-Apr-19    | 08 Int. |
| CA | DR. DANA     | 1,884,785     | 14-Nov-19    | 08 Int. |
| CH | DR. DANA     | 718891        | 18-Jul-18    | 08 Int. |
| CL | DR. DANA     | 1.276.115     | 4-Jun-18     | 08 Int. |
| CN | DR. DANA     | 29312889      | 13-Mar-19    | 08 Int. |
| CO | DR. DANA     | 604100        | 1-Oct-18     | 08 Int. |
| EM | DR. DANA     | 17865670      | 9-Aug-19     | 08 Int. |
| GB | DR. DANA     | UK00003292613 | 25-May-18    | 08 Int. |
| HK | DR. DANA     | 304440195     | 23-Feb-18    | 08 Int. |
| ID | DR. DANA     | IDM000747262  | 19-May-20    | 08 Int. |
| IL | DR. DANA     | 303288        | 30-Apr-19    | 08 Int. |
| IS | DR. DANA     | V0108032      | 30-Jun-18    | 08 Int. |
| JP | DR. DANA     | 6095094       | 2-Nov-18     | 08 Int. |
| KR | DR. DANA     | 40-1437695    | 16-Jan-19    | 08 Int. |
| MO | DR. DANA     | N/134787      | 6-Aug-18     | 08 Int. |
| MY | DR. DANA     | 2018054298    | 1-Mar-18     | 08 Int. |
| NO | DR. DANA     | 299134        | 28-Jun-18    | 08 Int. |
| NZ | DR. DANA     | 1087496       | 23-Feb-18    | 08 Int. |
| RU | DR. DANA     | 682768        | 19-Nov-18    | 08 Int. |
| SG | DR. DANA     | 40201803386R  | 23-Feb-18    | 08 Int. |
| TW | DR. DANA     | 1935158       | 1-Sep-18     | 08 Int. |
| UA | DR. DANA     | 271587        | 25-Feb-20    | 08 Int. |
| US | DR. DANA     | 4973801       | 7-Jun-16     | 08 Int. |
| VN | DR. DANA     | 4-0349588-000 | 6-May-20     | 08 Int. |
| US | D (Stylized) | 4983930       | June 21,2016 | 03 Int. |
| US | LIPS & TIPS  | 5214402       | May 30, 2017 | 03 Int. |

Unregistered Trademarks

| <b>Country</b> | <b>Trademark Name</b> |
|----------------|-----------------------|
| US             | NAIL NOTEBOOK         |

**EXHIBIT B**

**DOMAIN NAMES**

drdanabeauty.com

drdana.co.in

DrDanaNails.com

DrDanaNailCare.com

DrDanaProducts.com

DrDanaBeautyProducts.com

DrDanaCosmetics.com

DrDanaNailRenewal.com

DrDanaNailRenewalSystem.com

DrDanaCuticleOil.com

NailRenewal.com

NailRenewalSystem.com

DermatologistNailCare.com



**EXHIBIT C**

**SOCIAL MEDIA ACCOUNTS**

Social Media Account:

Facebook - @drdanabeauty

Instagram - @drdanabeauty

Twitter - @drdanabeauty

Pinterest - @drdanabeauty

Tiktok - @drdanabeauty