

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM697021

<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>
Clio Designs Incorporated		12/22/2021	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CDI Beauty Corp.		
<b>Street Address:</b>	255 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3291900	BAREALL	
<b>Registration Number:</b>	4052173	BEAUTYTRIM	
<b>Registration Number:</b>	3386621	C	
<b>Registration Number:</b>	3386603	CLIO	
<b>Registration Number:</b>	2858909	CLIO DESIGNS	
<b>Registration Number:</b>	4132612	HYPERGROOM	
<b>Registration Number:</b>	3105262	LIGHTSPEED	
<b>Registration Number:</b>	3112735	PALMPERFECT	
<b>Registration Number:</b>	6096945	PLUM BEAUTY	
<b>Registration Number:</b>	3389992	POWERLINE	
<b>Registration Number:</b>	2940767	PRO TRIM	
<b>Registration Number:</b>	3345054	SLIMTRIM	
<b>Registration Number:</b>	4112612	PIXIE	
<b>Registration Number:</b>	4053656	PALMPERFECT SPLASH	
<b>Serial Number:</b>	90884437	MOWBIE	
<b>Serial Number:</b>	90206305	PLUM BEAUTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

CH \$415.00 3291900

**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:** 2128598023  
**Email:** kimberly.mihovics@friedfrank.com  
**Correspondent Name:** Kimberly Mihovics  
**Address Line 1:** One New York Plaza  
**Address Line 4:** New York, NEW YORK 10004

<b>NAME OF SUBMITTER:</b>	Kimberly Mihovics
<b>SIGNATURE:</b>	/Kimberly Mihovics/
<b>DATE SIGNED:</b>	12/22/2021

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT** ("Assignment"), dated as of December 22, 2021 (the "Effective Date"), is entered into by and among Clio Designs Incorporated, a Massachusetts corporation ("Seller"), CDI PlusOne Corp., a Delaware corporation ("PlusOne Buyer"), and CDI Beauty Corp., a Delaware corporation ("Clio Buyer", and together with PlusOne Buyer, "Buyers"). Capitalized terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

**WHEREAS**, pursuant to that certain Asset Purchase and Sale Agreement, dated as of the Effective Date, by and among Seller, Buyers, and the other parties signatory thereto (as amended, restated, modified or supplemented from time to time, the "Purchase Agreement"), Seller has agreed to sell, assign, transfer, convey and deliver to Buyers all of Seller's right, title, and interest in and to the Assets, in each case other than the Contributed Assets (the "Acquisition"); and

**WHEREAS**, in connection with the Acquisition, Seller has agreed to assign to Buyers, and Buyers have agreed to acquire from Seller, all of Seller's right, title, and interest in and to (i) those certain patents, industrial designs, Community designs and other designs, and applications therefor identified on Schedule A attached hereto, including continuations, divisions, continuations-in-part, reissues, and reexaminations thereof, and all patents, industrial, Community and other designs, and applications therefor that claim priority to such patents, industrial, Community and other designs (the "Assigned Patents"), (ii) those certain trademark registrations and applications identified on Schedule B attached hereto, the goodwill of the business connected with the use of and symbolized by those certain trademarks, and the portion of the business to which such trademark registrations and applications pertain (the "Assigned Trademarks"), and (iii) those certain internet domain name registrations identified on Schedule C attached hereto (the "Assigned Domain Names" together with the Assigned Patents and Assigned Trademarks, the "Assigned Intellectual Property"), it being agreed and understood that PlusOne Buyer shall purchase and acquire all of Seller's rights, title, and interest in and to the portion of the Assets relating to the PlusOne Business and Clio Buyer shall purchase and acquire all of Seller's rights, title, and interest in and to the portion of the Assets relating to the Clio Business, in each case other than the Contributed Assets.

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Buyers and Seller hereby agree as follows:

1. Conveyance and Acceptance of Assigned Intellectual Property. Effective as of the Closing, Seller hereby sells, conveys, transfers, and assigns to Buyers, and Buyers hereby purchase and acquire, all of Seller's right, title, and interest in and to the Assigned Intellectual Property, the right to sue and recover for past, present, and future infringement thereof, the right to collect royalties, the right to secure registration, and the right to initiate other proceedings before all Governmental Entities and, as applicable, Registering Authorities (as defined below); it being agreed and understood that PlusOne Buyer hereby purchases and acquires all of Seller's rights, title, and interest in and to the portion of such Assets relating to the PlusOne Business and Clio Buyer hereby purchases and acquires all of Seller's rights, title, and interest in and to the portion of such Assets relating to the Clio Business, in each case other than the Contributed Assets.

2. Recordation and Authorization.

(a) Seller hereby authorizes and requests that the Commissioner for Trademarks, the Commissioner for Patents and all other Governmental Entities record this Assignment. Seller shall take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Buyer may reasonably request to record and perfect Buyers' interests in and to the Assigned Intellectual Property.

(b) Seller hereby acknowledges that each Internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of PlusOne Buyer or Clio Buyer, as applicable, ownership of and administrative contact for all of the Assigned Domain Names.

(c) Seller represents and warrants that the user names and passwords set forth on Schedule D are accurate and complete and will enable PlusOne Buyer or Clio Buyer, as applicable, to assume control of the Assigned Domain Names.

(d) Without limiting Section 3(a), at Buyers' request, Seller will cooperate with Buyers to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment of the Assigned Domain Names contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; (iii) take reasonable actions and execute and deliver documents that Buyer may request to effect the terms of this Assignment and to assist Buyers in changing the technical and administrative contact information for the Assigned Domain Names with the Registering Authorities to such information of Buyers' choice, including by, for example, unlocking the Assigned Domain Names and providing any authorization codes, epp codes or confirmations necessary to effect the transfers of the Assigned Domain Names to Buyers; and (iv) take any further actions required by the Registering Authority's policies and rules to transfer the Assigned Domain Names to PlusOne Buyer or Clio Buyer, as applicable.

3. Purchase Agreement. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Assignment. This Assignment shall not be assigned by Seller without the prior written consent of Buyers.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts. This Assignment may be executed in any number of duplicate counterparts (including by means of .pdf format), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

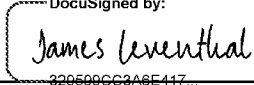
*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**SELLER:**

CLIO DESIGNS INCORPORATED

DocuSigned by:

By:   
220590CC2A8E447

Name: James Leventhal

Title: President

**PLUSONE BUYER:**

CDI PLUSONE CORP.

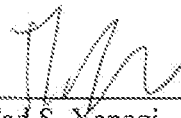
By:  \_\_\_\_\_

Name: Tad S. Yanagi

Title: Vice President, Treasurer and Secretary

**CLIO BUYER:**

CDI BEAUTY CORP.

By:  \_\_\_\_\_

Name: Tad S. Yanagi

Title: Vice President, Treasurer and Secretary

**SCHEDULE A  
ASSIGNED PATENTS**

**Patents/Designs:**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent/Design No.</b>	<b>Issue Date</b>
STIMULATION DEVICE	Canada	193010	06-Jul-21
STIMULATION DEVICE	European Community	007691134-0001	11-Feb-20
STIMULATION DEVICE	United States	D902426	17-Nov-20
STIMULATION DEVICE	Canada	192746	22-Jul-21
STIMULATION DEVICE	European Community	007691118-0001	11-Feb-20
STIMULATION DEVICE	United States	D902425	17-Nov-20
STIMULATION DEVICE	Australia	202112471	16-Jun-21
STIMULATION DEVICE	European Community	008569339-0001	08-Jun-21
STIMULATION DEVICE	New Zealand	428861	30-Jul-21
STIMULATION DEVICE	Australia	202112470	14-Jun-21
STIMULATION DEVICE	European Community	008569339-0002	08-Jun-21
STIMULATION DEVICE	United Kingdom	6143400	18-Jun-21
STIMULATION DEVICE	Australia	202112472	16-Jun-21
STIMULATION DEVICE	European Community	008569339-0003	08-Jun-21
STIMULATION DEVICE	United Kingdom	6143401	18-Jun-21
STIMULATION DEVICE	New Zealand	428862	09-Jul-21
FOOT FILE	United States	D780997	07-Mar-17
CONTAINER	United States	D618103	22-Jun-10
CONTAINER	United States	D617644	15-Jun-10
DISPENSER	United States	D615406	11-May-10
ELECTRIC SHAVER	United States	D587848	3-Mar-09
HAIR TRIMMER	United States	D602202	13-Oct-09
IONIC HAIRBRUSH	United States	D646062	4-Oct-11
RAZOR	United States	D559451	8-Jan-08

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent/Design No.</b>	<b>Issue Date</b>
SHAVER	United States	D646437	4-Oct-11
SHAVER	United States	D646024	27-Sep-11
SHAVER	United States	D646438	4-Oct-11
SHAVER	United States	D626692	2-Nov-10
SHAVER	United States	D627102	9-Nov-10
LIP BALM CONTAINER	United States	D733,565	7-Jul-15
HAND PUMP DISPENSING HEAD	United States	D718,132	25-Nov-14

**Patent/Design Applications:**

<b>Title</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>App. Date</b>
STIMULATION DEVICE	Canada	204225	15-Jun-21
STIMULATION DEVICE	United Kingdom	6143399	18-Jun-21
STIMULATION DEVICE	United States	29/764427	30-Dec-20
STIMULATION DEVICE	Canada	204226	15-Jun-21
STIMULATION DEVICE	New Zealand	428860	29-Apr-21
STIMULATION DEVICE	United States	29/764430	30-Dec-20
STIMULATION DEVICE	Canada	204227	15-Jun-21
STIMULATION DEVICE	United States	29/764431	30-Dec-20



**SCHEDULE B  
ASSIGNED TRADEMARKS**

**Trademark Registrations:**

Mark	Jurisdiction	Reg. No.	Reg. Date
BAREALL	United States	3,291,900	11-Sep-07
BEAUTYTRIM	United States	4,052,173	8-Nov-11
C with Dot Logo	United States	3,386,621	19-Feb-08
CLIO	European Union (Community)	5,202,321	27-Jul-07
CLIO	United Kingdom	UK0095202321	27-Jul-07
CLIO	United States	3,386,603	19-Feb-08
CLIO DESIGNS	Mexico	1,278,735	12-Apr-12
CLIO DESIGNS	Mexico	1,278,737	12-Apr-12
CLIO DESIGNS	United States	2,858,909	29-Jun-04
HYDROGROOM	United States	4,132,612	24-Apr-21
INVITE A LITTLE PLEASURE	United States	5,747,561	7-May-19
LIGHTSPEED	United States	3,105,262	13-Jun-06
PALMPERFECT	United States	3,112,735	4-Jul-06
PLUM BEAUTY	United States	6,096,945	7-Jul-20
PLUSONE	Australia	1,438,472	2-Nov-18
PLUSONE	Int'l Reg- Madrid Protocol Only	1438472	2-Nov-18
PLUSONE	United Kingdom	UK0081438472	2-Nov-18
PLUSONE	United States	5,747,248	7-May-19
POWERLINE	United States	3,389,992	26-Feb-08
PRO TRIM	United States	2,940,767	12-Apr-05
SLIMTRIM	United States	3,345,054	27-Nov-07
PLUSONE	European Union (Community)	1438472	2-Nov-18
PLUSONE	New Zealand	1438472	7-Feb-19
PIXIE	United States	4,112,612	13-Mar-12
PALM PERFECT	United States	4,053,656	8-Nov-11

**Trademark Applications:**

Mark	Jurisdiction	App. No.	App. Date
BEAUTYTRIM	Canada	2094092	23-Mar-21
CLIO	Canada	2,094,089	23-Mar-21
DEIA	United States	90,814,571	7-Jul-21

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>App. Date</b>
MOWBIE	United States	90,884,437	16-Aug-21
PALMPERFECT	Canada	2,094,093	23-Mar-21
PLUM BEAUTY	Canada	2,094,098	23-Mar-21
PLUM BEAUTY	United States	90,206,305	24-Sep-20
PLUSONE	Canada	2,094,095	23-Mar-21
PLUSONE	South Africa	201831083	22-Oct-18
HYDROLUBE	United States	90,526,314	12-Feb-21

**SCHEDULE C  
DOMAIN NAMES**

myplusone.com  
myplumbeauty.com  
cliostyle.com  
cliocorporate.com  
deialove.com  
mowbie.com  
buyclio.com  
clioinc.com  
herplusone.com  
hisplusone.com  
clio-llc.com  
cliopet.com  
planetclio.com  
cliodesigns.com  
clioparts.com  
cliohbc.com  
cliohomecare.com  
myplusone.com  
cliostyle.com  
plusonepleasure.com  
cliocpg.com  
cliocorporate.com  
cliobody.com  
myplumbeauty.com  
deialove.com  
mowbie.com

**SCHEDULE D  
USERNAMES AND PASSWORDS<sup>1</sup>**

[REDACTED]

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<sup>1</sup> [REDACTED]