

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clio Designs Incorporated		12/22/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CDI PlusOne Corp.		
Street Address:	255 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5747561	INVITE A LITTLE PLEASURE	
Registration Number:	5747248	PLUSONE	
Serial Number:	90814571	DEIA	
Serial Number:	90526314	HYDROLUBE	
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:	2128598023		
Email:	kimberly.mihovics@friedfrank.com		
Correspondent Name:	Kimberly Mihovics		
Address Line 1:	one new york plaza		
Address Line 2:	floor 27		
Address Line 4:	new york, NEW YORK 10004		
NAME OF SUBMITTER:	Kimberly Mihovics		
SIGNATURE:	/Kimberly Mihovics/		
DATE SIGNED:	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.

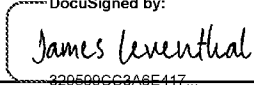
[Signature Pages Follow]

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: 
220590CC2A8E417

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:

Title	Jurisdiction	Patent/Design No.	Issue Date
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

Title	Jurisdiction	Patent/Design No.	Issue Date
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:

Title	Jurisdiction	App. No.	App. Date
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

Mark	Jurisdiction	App. No.	App. Date
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 PASSWORDS¹**

[REDACTED]

¹ [REDACTED]