

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698972

|   |  |                                  |                     |
|---|--|----------------------------------|---------------------|
| <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>  |
| Cover FX Skin Care Inc.   |  | 12/23/2021                       | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>   |  |                                  |                     |
| <b>Name:</b>  | AS Beauty Group LLC                                |                                  |                     |
| <b>Street Address:</b>  | 42 West 39th Street                                |                                  |                     |
| <b>City:</b>  | New York   |                                  |                     |
| <b>State/Country:</b>   | NEW YORK   |                                  |                     |
| <b>Postal Code:</b>   | 10010  |                                  |                     |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                                  |                     |
| <b>PROPERTY NUMBERS Total: 14</b>   |  |                                  |                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                 |                     |
| <b>Registration Number:</b>   | 5043631  | BEAUTIFUL IS CHANGING            |                     |
| <b>Registration Number:</b>   | 2877089  | COVER FX                         |                     |
| <b>Registration Number:</b>   | 5753595  | CUSTOM ENHANCER DROPS            |                     |
| <b>Registration Number:</b>   | 5056421  | CUSTOM INFUSION DROPS            |                     |
| <b>Registration Number:</b>   | 5047759  | DROP. MIX. TRANSFORM.            |                     |
| <b>Registration Number:</b>   | 5043557  | FLASH FUSION TECHNOLOGY          |                     |
| <b>Registration Number:</b>   | 3011450  | FX                               |                     |
| <b>Registration Number:</b>   | 5043661  | SEIZE YOUR DROPPORTUNITY         |                     |
| <b>Serial Number:</b>   | 90575860   | COVER FX POWER FLEX              |                     |
| <b>Serial Number:</b>   | 90876325   | COVER FX VELVET CREAM FOUNDATION |                     |
| <b>Serial Number:</b>   | 90302755   | CUSTOM ENHANCER PALETTE          |                     |
| <b>Serial Number:</b>   | 90302758   | FUTURE PERFECT                   |                     |
| <b>Serial Number:</b>   | 90302756   | SERENE CLEAN                     |                     |
| <b>Serial Number:</b>   | 90368643   | STRESS REMEDY PRIMER             |                     |
| <b>CORRESPONDENCE DATA</b>  |  |                                  |                     |
| <b>Fax Number:</b>  | 2129537201   |                                  |                     |
| <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>   | 212.415.9200                                       |                                  |                     |

OP \$365.00 5043631

**Email:** ny.trademark@dorsey.com  
**Correspondent Name:** Sarah M. Robertson  
**Address Line 1:** Dorsey & Whitney LLP  
**Address Line 2:** 51 West 52nd Street  
**Address Line 4:** New York, NEW YORK 10019-6119

**ATTORNEY DOCKET NUMBER:** 509305-00005

**NAME OF SUBMITTER:** Sarah M Robertson

**SIGNATURE:** /smr/

**DATE SIGNED:** 12/31/2021

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is executed this 23<sup>rd</sup> day of December, 2021 (the "Effective Date"), by and between COVER FX SKIN CARE, INC., a corporation formed under the laws of Ontario, Canada with offices at 168 Fifth Avenue, Suite 201, New York, New York 10010 (the "*Assignor*"), and AS BEAUTY GROUP, LLC, a Delaware limited liability company with offices at 42 West 39th Street New York New York 10018 (the "*Assignee*").

### WITNESSETH:

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks, trade dress and trade names owned or used by Assignor in connection with its business including the registered trademarks and pending applications in the United States, as well as those common-law trademarks and trademarks registered outside of the United States (if any), as set forth on the attached Exhibit A (the "*Assigned Trademarks*");

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which, among other things, Assignor has agreed to assign, transfer and deliver to Assignee, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including all common law rights therein, together with the goodwill of the business that is connected and/or associated with the use of, and symbolized by the Assigned Trademarks; and

WHEREAS, this Assignment is being executed and delivered at the Closing pursuant to the Purchase Agreement;

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby contributes, sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Assigned Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

1. Use of Assigned Trademarks. Assignor, as of the Effective Date, agrees to cease using the Assigned Trademarks, except as specifically provided in the Purchase Agreement, and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

2. Further Assurances. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Purchase Agreement to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.

3. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Purchase Agreement, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

4. Purchase Agreement. This Assignment is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of Assignor or Assignee under the Purchase Agreement. Nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, exceptions, disclosures, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement. It is agreed that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Purchase Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

5. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor and Assignee.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

8. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.


9. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Trademarks.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, to be executed in their respective names by their duly authorized representatives as of the date first set forth above.

ASSIGNOR:

COVER FX SKIN CARE INC.

By:   
Name: Michael Long  
Title: Authorized Signatory

ASSIGNEE:

AS BEAUTY GROUP, LLC

By: \_\_\_\_\_  
Name:  
Title:

*[Signature page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, to be executed in their respective names by their duly authorized representatives as of the date first set forth above.


**ASSIGNOR:**

COVER FX SKIN CARE INC.

By: \_\_\_\_\_  
Name: Michael Long  
Title: Authorized Signatory

**ASSIGNEE:**


AS BEAUTY GROUP, LLC

By:  \_\_\_\_\_  
Name: Ralph Azrak  
Title: Authorized Person

*[Signature page to Trademark Assignment]*

**Exhibit A**

**UNITED STATES**

| <b>Trademark</b>   | <b>Serial No.</b> | <b>Registration No.</b> | <b>Registration Date</b> |
|--|-------------------|-------------------------|--------------------------|
| BEAUTIFUL IS CHANGING  | 86528203          | 5043631                 | September 20, 2016       |
| COVER FX   | 78197465          | 2877089                 | August 24, 2004          |
| CUSTOM ENHANCER DROPS  | 87921156          | 5753595                 | May 14, 2019             |
| CUSTOM INFUSION DROPS  | 86699222          | 5056421                 | October 4, 2016          |
| DROP. MIX. TRANSFORM.  | 86575481          | 5047759                 | September 27, 2016       |
| FLASH FUSION<br>TECHNOLOGY   | 86428036          | 5043557                 | September 20, 2016       |
| FX Design<br> | 78484689          | 3011450                 | November 1, 2005         |
| SEIZE YOUR<br>DROPPORTUNITY  | 86575494          | 5043661                 | September 20, 2016       |

| <b>Trademark</b>                    | <b>Application No.</b> | <b>Filing Date</b> |
|-------------------------------------|------------------------|--------------------|
| COVER FX POWER FLEX                 | 90575860               | March 12, 2021     |
| COVER FX VELVET CREAM<br>FOUNDATION | 90876325               | August 11, 2021    |
| CUSTOM ENHANCER<br>PALETTE          | 90302755               | November 6, 2020   |
| FUTURE PERFECT                      | 90302758               | November 6, 2020   |
| SERENE CLEAN                        | 90302756               | November 6, 2020   |
| STRESS REMEDY PRIMER                | 90368643               | December 9, 2020   |