

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BH Cosmetics, LLC		02/24/2012	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Revolution Beauty Holdings, Ltd.		
Street Address:	2-3 Sheet Glass Road, Cullet Dr.		
City:	Queenborough, Kent		
State/Country:	OHIO		
Postal Code:	ME115JS		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	6479886	BH	
Registration Number:	5100478	BHCOSMETICS	
Registration Number:	5675638	BH	
Registration Number:	6091203	BH	
Registration Number:	6206356	BH	
Registration Number:	6060610	BH	
Registration Number:	3906780	BHCOSMETICS	
Registration Number:	4436623	BHCOSMETICS	
Registration Number:	4951198	BHCOSMETICS	
Registration Number:	5881573	TAKE ME BACK TO BRAZIL	
Registration Number:	5004657	POP ART	
Registration Number:	5956478	STELLARLASH	
Registration Number:	4874065	STUDIO PRO	
Registration Number:	6403156	BH CARES	
Registration Number:	6403155	BH CARES	
Registration Number:	6408805	TRENDY IN TOKYO	
Registration Number:	6438114	SMITTEN IN SWITZERLAND	
Registration Number:	6408806	HANGIN' IN HAWAII	
Registration Number:	6415612	BEAUTIFUL IN BARCELONA	

CH \$865.00 6479886

Property Type	Number	Word Mark
Registration Number:	6415613	BLUSHING IN BALI
Registration Number:	6408807	GLOWING IN GREECE
Registration Number:	6415614	ILLUMINATING IN IRELAND
Registration Number:	5801208	STUDIO PRO TOTAL COVERAGE
Registration Number:	4922030	FOREVER NUDE
Registration Number:	5225060	NUDE ROSE
Serial Number:	90050113	VISCERAL
Serial Number:	88898028	ITSA
Serial Number:	90307069	AFFECT
Serial Number:	90251910	AFFECT COLLECTIVE
Serial Number:	90251930	THE AFFECT COLLECTIVE
Serial Number:	88768601	BADASS WITH HEART
Serial Number:	90249564	TRAVEL SERIES
Serial Number:	90256435	TRAVEL SERIES
Serial Number:	90463589	NUDE EGO

CORRESPONDENCE DATA

Fax Number: 4192416894

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: 4193211473

Email: mdockins@shumaker.com

Correspondent Name: Michael E. Dockins

Address Line 1: 1000 Jackson St.

Address Line 4: Toledo, OHIO 43604

DOMESTIC REPRESENTATIVE

Name: Michael E. Dockins

Address Line 1: 1000 Jackson St.

Address Line 4: Toledo, OHIO 43551

NAME OF SUBMITTER: Michael E. Dockins

SIGNATURE: /Michael E. Dockins/

DATE SIGNED: 02/25/2022

Total Attachments: 17

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COPYRIGHT TRADEMARK ASSIGNMENT AGREEMENT

This **COPYRIGHT AND TRADEMARK ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made as of February 24, 2022 (the “**Effective Date**”) by and between BHCosmetics, LLC, a Delaware limited liability corporation (the “**Assignor**”), and Revolution Beauty Holdings Ltd., a company organized and existing under the laws of England and Wales (the “**Assignee**”).

WHEREAS, Assignor and an Affiliate of Assignee are, among others, parties to that certain Asset Purchase Agreement dated January 14, 2022 (as may from time to time be amended, supplemented, or otherwise modified, the “**Asset Purchase Agreement**”);

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on Schedule A attached hereto, together with the goodwill of the Business connected with and symbolized by such trademarks (the “**Trademarks**”) and the copyrights set forth in Schedule B (the “**Copyrights**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor all of Assignor’s right, title and interest in and to the Trademarks and the Copyrights.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, mutual agreements, provisions and covenants contained herein and in the Asset Purchase Agreement, Assignor and Assignee agrees as follows:

1. Undefined Terms. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. Assignment: Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks and the Copyrights in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks and the Copyrights, including all registrations and applications therefor, the right to renew any registrations included in the Trademarks and the Copyrights, the right to apply for trademark or copyright applications or registrations within or outside the United States based in whole or in part upon the Trademarks and the Copyrights, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy for any past, present or future infringements, misappropriations or other violations of the Trademarks and the Copyrights, and any priority right that may arise from the Trademarks and the Copyrights, the same to be held and enjoyed by Assignee as fully and entirely as such right, title and interest could have been held and enjoyed by Assignor had this sale, assignment, transfer, conveyance and deliverance not been made.

3. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “**PTO**”) or other Governmental Body, and the parties hereby authorize the PTO or other such Governmental Body to record this Agreement.

4. Further Assurances. Assignor shall act in good faith and use commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to Assignor's obligation to consummate the transactions contemplated by this Agreement. From and after the date of this Agreement, Assignor shall execute such documents and take such further actions as may be reasonably required or desirable to carry out the provisions of this Agreement and the transactions contemplated hereby. Assignor hereby constitutes and appoints Assignee its true and lawful attorney-in-fact with full power of substitution of Assignee in the name or stead of such Assignor (a) to demand, collect, and receive for the account of Assignee any or all of the Trademarks and the Copyrights; (b) from time to time to institute or prosecute, in the name of Assignor, all proceedings that Assignee, in its sole discretion, may deem necessary or convenient in order to realize upon, affirm, or obtain title to or possession of, or to collect, assert, or enforce any claim, right or title of any kind in or to the Trademarks and the Copyrights; and (c) to defend and compromise any and all actions, suits or proceedings in respect of any of the Trademarks and the Copyrights. Assignor agrees that the foregoing powers are coupled with an interest and shall not be revocable by Assignor for any reason whatsoever. Assignor hereby authorizes and requests the PTO and any other applicable Governmental Body or registrar to record and register Assignee as the owner of all Trademarks, and to issue all Trademarks to Assignee as assignee of all of Assignor's right, title and interest in and to all Trademarks. Assignee shall have the right to record all such assignments with all applicable Governmental Bodies and registrars so as to perfect ownership of all Trademarks throughout the world. Assignor shall take any other actions as required by Section 6.2 (*Further Assurances*) of the Asset Purchase Agreement in regard to this Agreement.

5. Asset Purchase Agreement. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. Counterparts; Facsimile Signatures. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

7. Governing Law. This Agreement shall be governed, including as to validity, interpretation, and effect, by, and construed in accordance with, the internal Laws of the State of Delaware applicable to agreements made and fully performed within the State of Delaware.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed on the Effective Date.

ASSIGNOR:

BHCosmetics, LLC

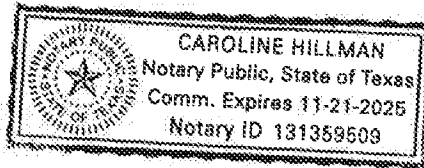
By: *Spencer Ware*
Name: Spencer Ware
Title: Co-Chief Executive Officer

State of Texas

County of Dallas

The foregoing instrument was acknowledged before me this 24th day of February 2022, by Spencer M. Ware.

Caroline Hillman
Notary Public



[Assignor Signature Page to Trademark Assignment Agreement]

ASSIGNEE:

Revolution Beauty Holdings Ltd

By: 

Name: ADMINO

Title: CEO

State of _____

County of LONDON, UK








The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Notary Public











[Assignee Signature Page to Trademark Assignment Agreement]







Schedule A
Trademarks










Active Marks


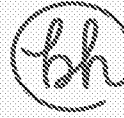



Country	Trademark	App/Reg No.
US		6479886
US		5100478
US	VISCERAL	90050113
US	ITSA	88898028
US		5675638
US		6091203
US		6206356
US	AFFECT	90307069
US	AFFECT COLLECTIVE	90251910
US	THE AFFECT COLLECTIVE	90251930
US	BADASS WITH HEART	88768601
US		6060610
US		6479886
US	BHCOSMETICS	3906780
US	BHCOSMETICS	4436623
US	BHCOSMETICS	4951198
US	TAKE ME BACK TO BRAZIL	5881573
US	POP ART	5004657
US	STELLARLASH	5956478









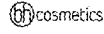
US	STUDIO PRO	4874065
US		6403156
US	BH CARES (Word Mark)	6403155
US	TRENDY IN TOKYO	6408805
US	SMITTEN IN SWITZERLAND	6438114
US	HANGIN' IN HAWAII	6408806
US	BEAUTIFUL IN BARCELONA	6415612
US	BLUSHING IN BALI	6415613
US	GLOWING IN GREECE	6408807
US	ILLUMINATING IN IRELAND	6415614
US	TRAVEL SERIES	90249564
US	TRAVEL SERIES	90256435
US	NUDE EGO	90463589
US	STUDIO PRO TOTAL COVERAGE	5801208
US	FOREVER NUDE	4922030
US	NUDE ROSE	5225060
US	GLOWING IN GREECE	6408807
US	TRENDY IN TOKYO	6408805
US	HANGIN' IN HAWAII	6408806
US	BEAUTIFUL IN BARCELONA	6415612
US	ILLUMINATING IN IRELAND	6415614
US	SMITTEN IN SWITZERLAND	6438114
US	BLUSHING IN BALI	6415613
ARGENTINA	BHCOSMETICS	3540184
AUSTRALIA		2061828 (WIPO1508431)
AUSTRALIA	BHCOSMETICS	1743879 (WIPO 1280718)
AUSTRALIA	ILLUMINATE BY ASHLEY TISDALE	174815 (WIPO 1280499)
BOLIVIA	BHCOSMETICS	188459
BRAZIL	BHCOSMETICS	911520090
CANADA		TMA1115046
CANADA	BHCOSMETICS	TMA966971
CANADA	ILLUMINATE BY ASHLEY TISDALE	TMA976790
CANADA	STUDIO PRO	TMA966970

CANADA	VISCERAL	2086605
CANADA	AFFECT	2086607
CANADA	THE AFFECT COLLECTIVE	2086608
CHINA		36922119
CHINA		35607467
CHINA		35604360
CHINA		35595361
CHINA	BHCOSMETICS BEAUTY UNDER YOUR INFLUENCE	33433254
CHINA		A0086833 (WIPO)
CHINA	 cosmetics	27653349
CHINA		27653348
CHINA	 cosmetics	36940899
CHINA	 cosmetics	36929720
CHINA	 cosmetics	36939409

CHINA		36922477
CHINA		36919068
CHINA		36928248
CHINA		36917785
CHINA	BHCOSMETICS	36924943
CHINA	BHCOSMETICS	1280718 (WIPO)
CHINA	BHCOSMETICS	15990753
CHINA	BHCOSMETICS	36919072
CHINA	BHCOSMETICS	36933706
CHINA	BHCOSMETICS	36917783
CHINA	ILLUMINATE BY ASHLEY TISDALE	G1280499
CHINA	GALAXY CHIC	16366187
CHINA	STUDIO PRO TOTAL COVERAGE	30744876
CHINA	BRONZTOURING	30807121
CHINA	STUDIO PRO TOTAL COVERAGE	30744879
CHINA	TAKE ME BACK TO	35189251
CHINA	STELLARLASH	34709974
CHINA	BH COSMETICS	G1280718
CHINA		27653347
EUROPE	BADASS + HEART	018213706
EUROPE	BADASS HEART	018213697
EUROPE	BADASS WITH HEART	018213322
EUROPE	TAKE ME BACK TO BRAZIL	017998351
EUROPE	BEAUTY UNDER YOUR INFLUENCE	017950679
EUROPE	BEYOND HOLLYWOOD	017834573
EUROPE		18083326
EUROPE	BHCOSMETICS	013978275

EUROPE		015625064
EUROPE	BRONZTOURING	017897853
EUROPE	ILLUMINATE BY ASHLEY TISDALE	014573265
EUROPE	STELLARLASH	017984941
EUROPE	STUDIO PRO	014738471
EUROPE	STUDIO PRO TOTAL COVERAGE	017897148
EUROPE		015069206
EUROPE	AFFECT COLLECTIVE	018451148
EUROPE	ITSA	018451147
EUROPE	VISCERAL	018451149
GERMANY		3020120053823
HONG KONG		304963186
HONG KONG	BHCOSMETICS	303592936
HONG KONG	TAKE ME BACK TO BRAZIL	304763764
HONG KONG	ILLUMINATE BY ASHLEY TISDALE	303594259
INDIA	BHCOSMETICS	4200083
INDIA		4200084
INDIA		4200085
MEXICO		2256192
MEXICO		2256193
MEXICO		2256191
MEXICO	TAKE ME BACK TO BRAZIL	2142318




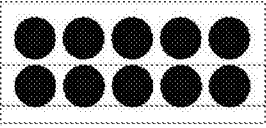
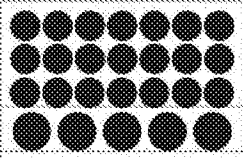




MEXICO	TAKE ME BACK TO BRAZIL	2142315
MEXICO	TAKE ME BACK TO BRAZIL	2142322
MEXICO	BEAUTY UNDER YOUR INFLUENCE	2120264
MEXICO	BEAUTY UNDER YOUR INFLUENCE	2120259
MEXICO	BEAUTY UNDER YOUR INFLUENCE	2120268
MEXICO	BHCOSMETICS	1908182
MEXICO	AFFECT COLLECTIVE	2554119
MEXICO	AFFECT COLLECTIVE	2554121
MEXICO	AFFECT COLLECTIVE	2554123
MEXICO	AFFECT COLLECTIVE	2554125
MEXICO	AFFECT COLLECTIVE	2554127
MEXICO	ITSA	2554131
MEXICO	ITSA	2554134
MEXICO	ITSA	2554134
MEXICO	ITSA	2554136
MEXICO	VISCERAL	2554138
MEXICO	VISCERAL	2554144
MEXICO	VISCERAL	2554147
NEW ZEALAND		1138442 (WIPO 1508431)
NORWAY		A0086833(WIPO 1508431)
JAPAN		(WIPO 1508431)
KOREA		(WIPO 1508431)
PARAGUAY	BHCOSMETICS	61045/2016
PARAGUAY	BHCOSMETICS	61050/2016
PARAGUAY	BHCOSMETICS	61053/2016
PARAGUAY	BHCOSMETICS	61048/2016
PERU	BHCOSMETICS	245049
SAUDI ARABIA	 Beauty Under Your Influence™	191120

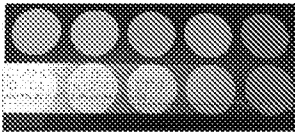

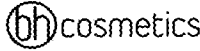
SAUDI ARABIA		191122
SAUDI ARABIA	BHCOSMETICS	1438005480
SAUDI ARABIA		191124
SINGAPORE		40202000746Y
SWITZERLAND		1508431 (WIPO)
SWITZERLAND	BHCOSMETICS	1280718 (WIPO)
TAIWAN		108039350
TAIWAN	BHCOSMETICS	107083113
TAIWAN	TAKE ME BACK TO BRAZIL	107083112
THAILAND		A0086833 (WIPO 1508431)
THAILAND		181127696
TURKEY	BHCOSMETICS	201602959 (WIPO 1280718)
TURKEY	ILLUMINATE BY ASHLEY TISDALE	201602993 (WIPO 1280499)
UK		UK00918083326 (WIPO 1508431)
UK		UK915069206
UK	BHCOSMETICS	UK00913978275
UK	ILLUMINATE BY ASHLEY TISDALE	UK00914573265
UK	STUDIO PRO	UK00914738471
UK		UK00915625064
UK	BEYOND HOLLYWOOD	UK00917834573
UK	STUDIO PRO TOTAL COVERAGE	UK00917897148
UK	BRONZTOURING	UK00917897853

UK	BEAUTY UNDER YOUR INFLUENCE	UK00917950679
UK	STELLARLASH	UK00917984941
UK	TAKE ME BACK TO BRAZIL	UK00917998351
UK	AFFECT COLLECTIVE	UK00003625220
UK	ITSA	UK00003625217
UK	VISCERAL	UK00003625221
US CUSTOMS	BHCOSMETICS	TMK 17-00407
VENEZUELA	BHCOSMETICS	P372377
WIPO		1508431
WIPO	BHCOSMETICS	1280718
WIPO	ILLUMINATE BY ASHLEY TISDALE	1280499

Inactive Marks

Country	Trademark	App/Reg No.
US	TAKE ME BACK TO BRAZIL	88221609
US	ITSA	90057001
US		4703496
US		3906792
US	AFFECT	88898025
US	AFFECT	88898022
US	BADASS + HEART	88768598
US	BADASS HEART	88768606
US	BDSS	88898029
US	SUMMER IN ST. TROPEZ	90249524
US	OMG GLITTER!	90249549
US	LOST IN LOS ANGELES	90248537
US	APRES IN ASPEN	90248578
US	PASSION IN PARIS	90248620
US	TANNED IN TULUM	90248737
US	BIRTHSTONE COLLECTION	90248744
US	REMIX DANCE	90248747
US	GEM ON	90248791
US	BH GIVES BACK	90248764
US	PARTY IN PUERTO RICO	90248754

US	BADASS WITH HEART	90248939
US	BHCOSMETICS 	86353250
US	LOVEABLE LASHES	86032677
US	BHCOSMETICS 	85786548
US	BH COSMETICS 	85904047
US	BH COSMETICS	85904027
US	MUAPAGES	85903378
US	MUAPAGES	85900999
US	BH PARTY GIRL	85784786
US	Design Mark 	87133341
US	Design Mark 	87133359
US	BEAUTY UNDER YOUR INFLUENCE	88109217
US	BECAUSE GETTING READY IS ALL THE FUN	87930977
US	BEYOND HOLLYWOOD	87577574
US	BH EXPRESS IT	88808424
US	BH PARTY GIRL	85784786
US		85923793
US		85923789
US		85919748
US	BHCOSMETICS	85923792
US	BHCOSMETICS	85919746
US	BHCOSMETICS	85923790
US	BLUSHED NEUTRALS 26 COLOR EYESHADOW & BLUSH PALETTE PALETTE DE 26 COULEURS NEUTRES D'OMBRE A PAUPIERES & FARD A JOUES 	87133386
US	BHCOSMETICS BRONZTOURING	87680446

US	GALAXY CHIC	87283797
US	GLAMOROUS BLUSH 10 COLOR BLUSH PALETTE PALETTE DE 10 COULEURS DE FARD A JOUES BHCOSMETICS 	87133311
US	SUPERNOVA	87284025
US	SKIP-CARE	88730517
CANADA	BHCOSMETICS	WIPO 1280718
CANADA	ITSA	2086606
CHINA	BEYOND HOLLYWOOD	29307285
CHINA	BADASS WITH HEART	44747541
CHINA	BADASS HEART	44747540
CHINA	BADASS + HEART	44747539; 36216- 6310CN
CHINA		14032707
CHINA	BADASS WITH HEART	44816478
CHINA	BADASS + HEART	48246082
CHINA	BADASS WITH HEART	48246081
CHINA	BADASS HEART	48246080
CHINA		27653350
JAPAN	BHCOSMETICS	1280718 (WIPO)
KOREA	BHCOSMETICS	1280718 (WIPO)
VIETNAM	BHCOSMETICS	1280718 (WIPO)

Schedule B

Copyrights

All rights of the Assignor to unregistered copyrights related to the assets acquired by Assignee in the Asset Purchase Agreement dated January 14, 2022 owned or used by the Assignor in the conduct of its business including, without limitation, all copyrights related to product packaging, product designs, advertisements, webpages, photos, and product manuals.

ENGLAND AND WALES)
CITY OF LONDON) SS.

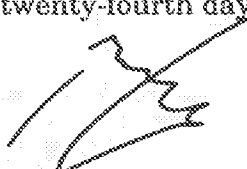
I, Phillip Anthony JOURNEAUX, Notary Public of the City of London, England, by Royal Authority duly admitted and sworn, practising in the said City,

DO HEREBY CERTIFY AND ATTEST:

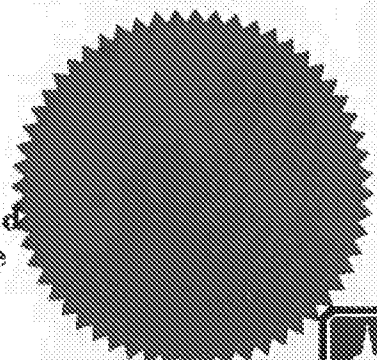
THAT the foregoing document has been signed for and on behalf of the English Company styled "REVOLUTION BEAUTY HOLDINGS LTD", by appeared Adam Nicholas MINTO whose identity I, the Notary, attest, known to me to be one of the Directors of the said Company;

AND THAT the said REVOLUTION BEAUTY HOLDINGS LTD is a private limited company, duly incorporated on 25th October 2013 and existing in accordance with the laws of England and Wales, registered at the Companies Registration Office for England and Wales under number 8748668, with Registered Office at 2-3 Sheet Glass Road, Cullet Drive, Queenborough, Kent ME11 5JS, England.

IN TESTIMONY WHEREOF I have hereunto set my hand and Seal of Office at London aforesaid, on this twenty-fourth day of February in the year Two thousand and twenty-two.



Phillip Anthony JOURNEAUX
Notary Public of London, England
My commission expires with life



TRADEMARK



