

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOTICARIO PRODUTOS DE BELEZA LTDA.		06/15/2022	Limited Liability Company: BRAZIL
RECEIVING PARTY DATA			
Name:	BOTICA COMERCIAL FARMACEUTICA LTDA.		
Street Address:	4110 Parque da Fonte São José dos Pinhais		
Internal Address:	Av. Rui Barbosa		
City:	Parana		
State/Country:	BRAZIL		
Postal Code:	83.050-010		
Entity Type:	Limited Liability Company: BRAZIL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5832560	QUEM DISSE, BERENICE?	
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:	2126843900		
Email:	efiling@grr.com		
Correspondent Name:	David D. Rodrigues		
Address Line 1:	270 Madison Avenue, 8th Floor		
Address Line 2:	Gottlieb, Rackman & Reisman P.C.		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	6768/112		
DOMESTIC REPRESENTATIVE			
Name:	David D. Rodrigues		
Address Line 1:	270 Madison Avenue, 8th Floor		
Address Line 2:	Gottlieb, Rackman & Reisman P.C.		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	David D. Rodrigues		

CH \$40.00 5832560

SIGNATURE:	/drodrigues/
DATE SIGNED:	06/27/2022
Total Attachments: 4 source=Scan2022-06-24_155134#page1.tif source=Scan2022-06-24_155134#page2.tif source=Scan2022-06-24_155134#page3.tif source=Scan2022-06-24_155134#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**"), by and between BOTICA COMERCIAL FARMACEUTICA LTDA., a Brazilian limited liability company having a principal place of business at Av. Rui Barbosa, 4110 Parque da Fonte, São José dos Pinhais, Paraná, Brazil 83.050-010 ("**Assignee**") and Boticário Produtos de Beleza LTDA., a Brazilian limited liability company having a principal place of business at Avenida Doutor Dario Lopes Dos Santos, 2197 Curitiba, Parana, Brazil 80210-010 ("**Assignor**").

RECITALS

WHEREAS, Assignor owns all of the rights, title and interest in and to the Trademarks (as provided in **Exhibit A**) including any and all common law rights in the Trademarks and has agreed to assign all rights, title and interest to the Trademarks to Assignee;

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest in and to such Trademarks, including any and all common law rights;

WHEREAS, Assignor has agree to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "**Agencies**");

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by and associated with the Trademarks and that portion of Assignor's business to which the mark pertains, including all common law rights and trademark registrations for the Trademarks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Trademarks, all claims for damages by reason of past, present and future infringements of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **Assistance.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Trademarks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **Authorization.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries

foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to accept and record this Assignment and to issue the Trademarks to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

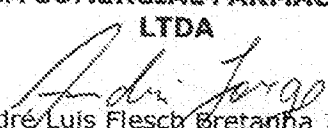
5. Successors and Assigns. This Assignment will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by any parties hereto, by operation of law or otherwise, without the prior written consent of the other parties hereto; *provided, however,* that nothing in this Assignment shall or is intended to limit the ability of Assignee to assign its rights or delegate its responsibilities, liabilities and obligations under this Assignment, in whole or in part, without the consent of Assignor.

6. Governing Law. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Assignment (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal laws of the State of New York, without giving effect to any law that would cause the laws of any jurisdiction other than the State of New York to be applied

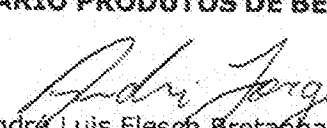
7. Counterparts; Deliveries. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same assignment. This Assignment may be executed by facsimile or electronic (.pdf) signature and facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

8. Entire Agreement. All references in this Assignment shall include all schedules hereto. This Assignment and the Agreement constitute the entire agreement of the parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements or understandings between the parties hereto with respect to such subject matter; *provided,* that nothing in this Assignment shall be construed to supersede, amend or modify any provision of the Agreement or any other agreements thereunder or any rights or obligations thereunder.

**BOTICA COMERCIAL FARMACEUTICA
LTDA**


André Luis Flesch Bretanha Jorge
Legal Director
June 15th, 2022.

BOTICÁRIO PRODUTOS DE BELEZA LTDA


André Luis Flesch Bretanha Jorge
Legal Director
June 15th, 2022.