

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elements Brands, LLC		09/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Forum Health & Personal Care, LLC		
Street Address:	22 W 19th Street, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3590169	TRILASTIN	
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:	12149535953		
Email:	gmccormack@jw.com		
Correspondent Name:	Jackson Walker LLP		
Address Line 1:	2323 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	157545.00001		
NAME OF SUBMITTER:	Greg McCormack		
SIGNATURE:	/Greg McCormack/		
DATE SIGNED:	10/05/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is made effective as of September 20, 2022 (the “**Assignment Date**”), by and among Elements Brands, LLC, a Delaware limited liability company (“**Seller**”), and Forum Health & Personal Care, LLC, a Delaware limited liability company organized and existing under the laws of the State of Delaware (“**Buyer**”).

RECITALS

A. In connection with that certain Asset Purchase Agreement dated as of September 20, 2022 (the “**Purchase Agreement**”), by and between Buyer and Seller, Seller has agreed to transfer and assign to Buyer the Purchased Assets (as defined in the Purchase Agreement), including all right, title and interest in and to the applied-for and registered trademarks, copyrights, patents, and domain names listed on the attached Exhibit A (the “**Intellectual Property**”).

B. Buyer desires to obtain all right, title and interest in the Intellectual Property according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Seller hereby sells, assigns, transfers and conveys to Buyer, its successors, assigns and legal representatives, all worldwide right, title and interest in and to the Intellectual Property, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Assignment Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

Section 2. Assistance. From time to time, as and when requested by Buyer and at Buyer’s expense, Seller shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Buyer may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of such Seller, executing and delivering to Buyer such assignments, consents, powers of attorney, declarations, affidavits and other instruments as Buyer or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Buyer’s expense, Seller and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Intellectual Property in Buyer and to aid Buyer, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

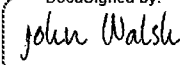
Section 4. Governing Law. This Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their duly authorized representatives, all as of the Assignment Date.

SELLER:

ELEMENTS BRANDS, LLC

By: 
Name: John Walsh
Title: Director of Corporate Development

BUYER:

FORUM HEALTH & PERSONAL CARE, LLC

By: _____
Name: Brenton Howland
Title: President

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their duly authorized representatives, all as of the Assignment Date.

SELLER:

ELEMENTS BRANDS, LLC

By: _____
Name: John Walsh
Title: Director of Corporate Development

BUYER:

FORUM HEALTH & PERSONAL CARE, LLC

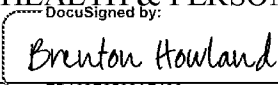
By:  _____
Name: Brenton Howland
Title: President

EXHIBIT A
Intellectual Property

1. Trademarks:

Trademark	Registration No.	Serial No.	Jurisdiction
TRILASTIN	3590169	77421456	United States Registered: March 17, 2009 First Use: December 16, 2003 Filed: March 13, 2008

2. Patents: NONE

3. Copyrights: NONE

4. Domains:

TRI:

trilastin.com
stretchmarks.com
bellystretchmarks.com
bestcreamforstretchmarks.com
beststretchmarkproducts.com
blackstretchmarks.com
bodycontoursystem.com
celebritystretchmarks.com
ecresearchcorp.com
firmingcream.com
fixstretchmarks.com
healingstretchmarks.com
howtoavoidstretchmarks.com
howtoerasestretchmarks.com
howtogetridofcellulite.com
howtohealstretchmarks.com
ihavestretchmarks.com
ordertrilastin.com
stretchmarkforums.com
stretchmarksforum.com
stretchmarkstudy.com
treatstretchmarks.com
trilastinmaternity.com
trilastinoffer.com

trilastinskincare.com
trylastin.com

KPE:

kpelements.com
treatkp.com
hyperkeratosis.info

5. Social Media:

<https://www.facebook.com/TriLASTIN>
<https://www.instagram.com/trilastinmaternity>
<https://www.pinterest.com/trilastinstretchmarkcream/>
<https://www.tiktok.com/@trilastin>
<https://www.facebook.com/kpelements/>
<https://www.youtube.com/trilastin>
https://www.youtube.com/channel/UC11Q_ucHAcKgSVp9h5RZwTA
<https://www.pinterest.com/trilastin/>
<https://mobile.twitter.com/ecresearchcorp>

6. Proprietary Technology: NONE