

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLISS PRODUCTS HOLDINGS, LLC		01/11/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BLISS TRADEMARK HOLDINGS, LLC		
Street Address:	42 West 39th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	3531706	BETWEENY	
Registration Number:	3011661	BLISS	
Registration Number:	3337598	BLISS	
Registration Number:	2913434	BLISS	
Registration Number:	5213785	BLISS	
Registration Number:	4779741	BLISS	
Registration Number:	4543707	BLISS	
Registration Number:	2116892	BLISS	
Registration Number:	5214465	BLISS	
Registration Number:	3324627	BLISS	
Registration Number:	6762502	BLISS PRO	
Registration Number:	3431915	BLISSAGE	
Registration Number:	6342654	BLOCK STAR	
Registration Number:	6176208	BRIGHT IDEA	
Registration Number:	5515135	BUMP ATTENDANT	
Registration Number:	6240902	CLARITY 5 COMPLEX	
Registration Number:	6181407	CLEAR GENIUS	
Registration Number:	6695817	COMPLETE-EYE	
Registration Number:	6630519	DISAPPEARING ACT	

CH \$1540.00 3531706

Property Type	Number	Word Mark
Registration Number:	5515137	DRENCH & QUENCH
Registration Number:	4460176	EX-'GLOW'-SION
Registration Number:	5591360	EYE DO ALL THINGS
Registration Number:	5711488	EYE GOT THIS
Registration Number:	5041579	FABGIRL
Registration Number:	5200230	FABGIRLSLIM
Registration Number:	6241947	FABULIPS
Registration Number:	3886741	FOOT PATROL
Registration Number:	2963558	HOMME IMPROVEMENT
Registration Number:	5576949	IN THE HONEY
Registration Number:	4239333	INCREDI-PEEL!
Registration Number:	5515266	JELLY GLOW BALL
Registration Number:	3398106	LABORATIORE RÈMEDE
Registration Number:	5651389	MASK FOR MORE
Registration Number:	5667575	MASKING MANIA
Registration Number:	4553246	MICRO MAGIC
Registration Number:	6755931	MIGHTY BIOME
Registration Number:	5576765	MIGHTY MARSHMALLOW
Registration Number:	5729554	MINT CHIP MANIA
Registration Number:	5591844	NO DULL DAYS
Registration Number:	5588072	OH MY GOMMAGE
Registration Number:	5557015	OH, THAT'S RICH
Registration Number:	2245159	POETIC WAXING
Registration Number:	5753154	PORE PATROL
Registration Number:	6630553	PORE VANISH
Registration Number:	6640760	PREVENT-4
Registration Number:	6818320	PRO 3
Registration Number:	2897542	QUICKBLISS
Registration Number:	3426764	REMEDE
Registration Number:	3563086	R E M È D E SPA
Registration Number:	5729699	ROSE GOLD RESCUE
Registration Number:	6791081	SKIN-MERGENCY
Registration Number:	6488189	SPA WONDERS
Registration Number:	6176207	STAY-CAY GLOW
Registration Number:	3085456	STEEP CLEAN
Registration Number:	2742226	STEEP CLEAN
Registration Number:	5651111	THE REAL PEEL
Registration Number:	3292357	THE YOUTH AS WE KNOW IT

Property Type	Number	Word Mark
Registration Number:	6673183	VITA-SHEA BLEND
Registration Number:	6648172	WELL YES!
Registration Number:	5515136	WHAT A MELON
Registration Number:	6503882	YOUTH GOT THIS

CORRESPONDENCE DATA

Fax Number:

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: 212-813-5900

Email: anicolescu@fzlz.com

Correspondent Name: Allison Strickland Ricketts

Address Line 1: Fross Zelnick Lehrman & Zissu, P.C.

Address Line 2: 151 West 42nd Street, 17th Floor

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: BLST 2302967

NAME OF SUBMITTER: Anca Nicolescu

SIGNATURE: /ancanicolescu/

DATE SIGNED: 02/24/2023

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) is made as of this 11th day of January, 2023 (the “Effective Date”), by and between BLISS PRODUCTS HOLDINGS, LLC, a Florida limited liability company having its principal place of business at 145 S. Fairfax Avenue, Suite 400, Los Angeles, CA 90036 (the “*Assignor*”), and BLISS TRADEMARK HOLDINGS, LLC a Delaware limited liability Company having a principal place of business 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 trademarks registered and pending applications outside of the United States, as set forth on the attached Schedule A (the “*Assigned Trademarks*”);

WHEREAS, Assignee and Assignor are parties to that certain Trademark 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 may specifically be provided in a separate license agreement (if any) from time to time, 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 good title to the Trademarks 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, to execute and deliver 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. 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 Delaware, 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.

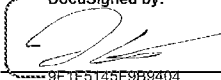
ASSIGNOR:

BLISS PRODUCTS HOLDINGS, LLC

By:  DocuSigned by:
1460F63E72C64B7...
Name: Ralph Azrak
Title: Manager

ASSIGNEE:

BLISS TRADEMARK HOLDINGS, LLC

By:  DocuSigned by:
9F1F5125F9B9404...
Name: Joseph Shamah
Title: Authorized Person

[Signature page to Trademark Assignment]

Schedule A

Assigned Trademarks

UNITED STATES TRADEMARKS – Registrations and Applications

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASSES
Registrations					
BETWEENY	77/129,899	Mar-13-2007	3531706	Nov-11-2008	44
BLISS	75/425,323	Jan-29-1998	3011661	Nov-1-2005	3
BLISS	75/629,340	Jan-28-1999	3337598	Nov-20-2007	3
BLISS	75/983,510	Jan-29-1998	2913434	Dec-21-2004	3
BLISS	87/213,316	Oct-24-2016	5213785	May-30-2017	3
BLISS	85/633,355	May-23-2012	4779741	Jul-28-2015	18
BLISS	78/275,387	Jul-17-2003	4543707	Jun-3-2014	35
BLISS	75/097,010	May-1-1996	2116892	Nov-25-1997	44
BLISS	86/512,978	Jan-23-2015	5214465	May-30-2017	3, 8, 18, 21
bliss & Design (in color)	78/954,155	Aug-17-2006	3324627	Oct-30-2007	3
BLISS PRO Stylized	90/805,759	Jul-1-2021	6762502	Jun-14-2022	3
BLISSAGE	77/031,867	Oct-30-2006	3431915	May-20-2008	44
BLOCK STAR	88/665,991	Oct-23-2019	6342654	May-4-2021	3
BRIGHT IDEA	88/517,139	Jul-16-2019	6176208	Oct-13-2020	3
BUMP ATTENDANT	87/465,953	May-26-2017	5515135	Jul-10-2018	3
CLARITY 5 COMPLEX	88639191	Oct-2-2019	6240902	Jan-5-2021	3
CLEAR GENIUS	88624757	Sep-20-2019	6181407	Oct-20-2020	3
COMPLETE-EYE	90/651,350	Apr-16-2021	6695817	Apr-5-2022	3
DISAPPEARING ACT	90/476,564	Jan-20-2021	6630519	Jan-25-2022	3
DRENCH & QUENCH	87/466,014	May-26-2017	5515137	Jul-10-2018	3
ex-'glow'-sion	85847468	Feb-12-2013	4460176	Dec-31-2013	3
EYE DO ALL THINGS	87/542,301	Jul-25-2017	5591360	Oct-23-2018	3
EYE GOT THIS	87/915,475	May-10-2018	5711488	Mar-26-2019	3
FABGIRL	86/241,688	Apr-3-2014	5041579	Sep-13-2016	3
FABGIRLSLIM	86/241,657	Apr-3-2014	5200230	May-9-2017	3
FABULIPS	85984386	Feb-28-2011	6241947	Feb-12-2013	3
FABULIPS	85/253,042	Feb-28-2011	4289564	Feb-12-2013	44
FOOT PATROL	77/494,036	Jun-9-2008	3886741	Dec-7-2010	44
homme improvement	78/326,752	Nov-12-2003	2963558	Jun-21-2005	44
IN THE HONEY	87/542,381	Jul-25-2017	5576949	Oct-2-2018	3
incredi-peel!	85/574,178	Mar-20-2012	4239333	Nov-6-2012	3
JELLY GLOW BALL	87/523,982	Jul-11-2017	5515266	Jul-10-2018	3
LABORATOIRE REMEDE (STYLIZED)	77/231,981	Jul-17-2007	3398106	Mar-18-2008	3
MASK FOR MORE	87/815,967	Mar-1-2018	5651389	Jan-8-2019	3
MASKING MANIA	87/884,875	Apr-19-2018	5667575	Jan-29-2019	3
micro magic	86/014,311	Jul-18-2013	4553246	Jun-17-2014	3
MIGHTY BIOME	90/696,922	May-7-2021	6755931	Jun-7-2022	3
MIGHTY MARSHMALLOW	87/466,005	May-26-2017	5576765	Oct-2-2018	3
MINT CHIP MANIA	87/854,915	Mar-29-2018	5729554	Apr-16-2019	3
NO DULL DAYS	87/740,411	Jan-2-2018	5591844	Oct-23-2018	3

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASSES
OH MY GOMMAGE	87/740,462	Jan-2-2018	5588072	Oct-16-2018	3
OH, THAT'S RICH	87/648,563	Oct-17-2017	5557015	Sep-4-2018	3
POETIC WAXING	75/403,867	Dec-11-1997	2245159	May-11-1999	3
PORE PATROL	87/957,131	Jun-11-2018	5753154	May-14-2019	3
PORE VANISH	90/526,428	Feb-12-2021	6630553	Jan-25-2022	3
PREVENT-4	90254752	Oct-14-2020	6640760	Feb-8-2022	3
PRO 3	90/814,623	Jul-7-2021	6818320	Aug-16-2022	3
QUICKBLISS	75/905,915	Jan-31-2000	2897542	Oct-26-2004	42
REMEDE	78/427,187	May-28-2004	3426764	May-13-2008	44
REMEDE SPA (STYLIZED)	77/223,157	Jul-6-2007	3563086	Jan-20-2009	44
ROSE GOLD RESCUE	87/903,644	May-2-2018	5729699	Apr-16-2019	3
SKIN-MERGENCY	90/552,594	Mar-1-2021	6791081	Jul-12-2022	3
SPA WONDERS	90274618	Oct-23-2020	6488189	Sep-14-2021	3
STAY-CAY GLOW	88/517,116	Jul-16-2019	6176207	Oct-13-2020	3
STEEP CLEAN	78/630,241	May-16-2005	3085456	Apr-25-2006	3
STEEP CLEAN	75/540,344	Aug-21-1998	2742226	Jul-29-2003	42
THE REAL PEEL	87/727,816	Dec-20-2017	5651111	Jan-8-2019	3
THE YOUTH AS WE KNOW IT	78/953,340	Aug-16-2006	3292357	Sep-11-2007	3
VITA-SHEA BLEND	90/086,327	Jul-31-2020	6673183	Mar-15-2022	3
WELL YES!	90351161	Dec-1-2020	6648172	Feb-15-2022	3
WHAT A MELON	87/465,970	May-26-2017	5515136	Jul-10-2018	3
YOUTH GOT THIS	90127036	Aug-20-2020	6503882	Sep-28-2021	3