

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793330

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900748797		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L'OREAL USA Creative, Inc.		12/01/2022	Corporation:
RECEIVING PARTY DATA			
Name:	BAXTER OF CALIFORNIA LLC		
Street Address:	10411 Motor City Drive		
Internal Address:	Suite 750		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20817		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5629661	BUILDABLE MATTIFIER	
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:	3014556341		
Email:	jwong@ambi.com		
Correspondent Name:	Joe Wong		
Address Line 1:	10411 Motor City Drive		
Address Line 2:	Suite 750		
Address Line 4:	Bethesda, MARYLAND 20817		
NAME OF SUBMITTER:	Joe Wong		
SIGNATURE:	/Joe Wong/		
DATE SIGNED:	03/10/2023		
Total Attachments: 6			
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EXECUTION VERSION**ASSIGNMENT OF INTELLECTUAL PROPERTY (L'Oréal USA Creative)**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Assignment**"), is made and executed effective as of December 1, 2022 by L'Oréal USA Creative, Inc., a Delaware corporation, with an address of 10 Hudson Yards, New York, New York 10001 ("**Assignor**"), and Baxter of California LLC, a Maryland limited liability company, with an address of 10411 Motor City Drive, Suite 750, Bethesda, MD 20817 ("**Assignee**"). Capitalized terms not otherwise defined in this Assignment will have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee and L'Oréal USA, Inc., a Delaware corporation, an affiliate of Assignor ("**Seller**") have entered into that certain Purchase Agreement, dated as of December 1, 2022 (the "**Purchase Agreement**");

WHEREAS, pursuant to the Purchase Agreement, Seller agreed to sell, assign, convey and deliver to Assignee, and Assignee agreed to purchase, all of Seller's or its affiliates' right, title and interest in and to those trademarks set forth on Schedule A (collectively, the "**Assigned Intellectual Property**"); and

WHEREAS, Assignor and Assignee wish to confirm such assignment.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Transfer of Trademarks.** Pursuant to the Purchase Agreement, Assignor hereby unconditionally and irrevocably sells, conveys, assigns and transfers to Assignee and its successors all of Assignor's worldwide right, title and interest in and to the Assigned Intellectual Property, including, without limitation, all common law rights relating thereto and all registrations thereof and applications therefor, together with all goodwill associated with, corresponding to, symbolized by and embodied in such trademarks, and including, any and all present and future benefits, privileges, causes of action, and remedies relating to the Assigned Intellectual Property after the Effective Date, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover any of the following, to the extent relating to the Assigned Intellectual Property after the Effective Date: damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Intellectual Property, (c) to any and all licenses or other similar contractual rights for the Assigned Intellectual Property, (d) to grant licenses or other interests in the Assigned Intellectual Property, (e) to any and all royalties, fees, income, payments, and other proceeds due or payable with respect to any of the Assigned Intellectual Property after the Effective Date, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Intellectual Property after the Effective Date.

2. **Recordation of Assignment.** Assignor will cooperate with Assignee to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Assignee, including without limitation, the United States Patent and Trademark Office.

3. The transfer of the Assigned Intellectual Property herein is made subject to and in accordance with the terms of the Purchase Agreement.

4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Assignee is the successor-in-interest to the Assigned Intellectual Property, for the purposes of 15 U.S.C. § 1060.

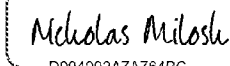
5. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

[Signature Page Follows]

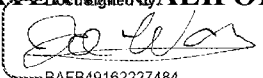
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

L'ORÉAL USA CREATIVE, INC.

By: 
Name: Nicholas Milosh
Title: SVP, Business Development

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

BAXTER OF CALIFORNIA LLC

By: 
BAFB49162227484

Name: Joe Wong

Title: Managing Member

Schedule A
Assigned Intellectual Property

Trademark Name	Country	Status	Appl. Date	Appl. Number	Reg. Date	Reg. Number
ALL-PURPOSE PERFECTOR	U.S.A.	Registered	22-Aug-2017	87/579081	22-Jan-2019	5662450
BRILLIANT BASE	U.S.A.	Pending	29-Jun-2021	90/800538		
BROW PROUD	U.S.A.	Registered	07-Dec-2016	87/259997	15-May-2018	5470564
BUILDABLE MATTIFIER	U.S.A.	Registered	22-Aug-2017	87/579077	11-Dec-2018	5629661
CAMO-PIGMENTS	U.S.A.	Registered	27-Feb-2013	85/861866	07-Jan-2014	4464250
CONTINUOUS CORRECTION	U.S.A.	Registered	26-Feb-2020	88/810856	28-Sep-2021	6503197
DD (Stylized)	U.S.A.	Registered	01-Mar-2021	90/552865	18-Jan-2022	6619793
DERMABLEND	U.S.A.	Registered	30-Oct-2009	77/861201	16-Mar-2010	3761330
DERMABLEND	U.S.A.	Registered	23-Aug-1982	73/381177	19-Jun-1984	1282015
DERMABLEND	U.S.A.	Pending	25-Feb-2021	90/547351	14-Dec-2021	6590288
DERMABLEND	U.S.A.	Pending	07-Feb-2022	97/255762		
DERMABLEND DEDICATED TO THE SCIENCE OF BETTER MAKEUP	U.S.A.		01-Mar-2022	97/290084		
DERMABLEND QUICK-FIX	U.S.A.	Registered	01-Oct-1990	74/101860	29-Sep-1992	1721034
FLAWLESS CREATOR	U.S.A.	Registered	28-Mar-2017	87/388124	19-Dec-2017	5361443
GLOW CREATOR	U.S.A.	Registered	10-Jul-2017	87/522120	27-Feb-2018	5414686

INSTA-GRIP	U.S.A.	Registered	31-Jul-2017	87/549831	28-May-2019	5764280			
INTENSE POWDERCAMO	U.S.A.	Registered	15-Apr-2013	85/904673	04-Feb-2014	4479100			
LOCK AND LAST	U.S.A.	Registered	30-Jul-2020	90/083114	31-Aug-2021	6472606			
PORESAVER	U.S.A.	Registered	11-Dec-2018	88/233097	07-Jan-2020	5957311			
POWER-SETTER	U.S.A.	Registered	13-Nov-2017	87/681902	27-Nov-2018	5618916			
RADIANT ROSE	U.S.A.	Pending	20-Apr-2022	97/372763					
SKIN SECURITY STANDARDS	U.S.A.	Registered	08-Aug-2019	88/570995	06-Oct-2020	6170799			

TRADEMARK

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