

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYX, Los Angeles Inc.		01/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	L'Oreal USA Creative, Inc.		
Street Address:	10 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87265808	SMOKEY FUMÉ	
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:	2129844177		
Email:	lisa.gigliotti@loreal.com		
Correspondent Name:	Lisa M. Gigliotti		
Address Line 1:	10 Hudson Yards		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Lisa M. Gigliotti		
SIGNATURE:	/Lisa M. Gigliotti/		
DATE SIGNED:	06/15/2023		
Total Attachments: 1			
source=SMOKEY FUME#page1.tif			

CH \$40.00 87265808

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is made, effective as of 12:01 am on January 1, 2017, by NYX, Los Angeles Inc., a Delaware corporation ("Assignor"), in favor of L'Oréal USA Creative, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the exclusive owner of the following United States trademark application:

Mark:	Serial Number:
SMOKEY FUMÉ	87/265,808

together with all goodwill associated therewith (the "Trademark");

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

1. Transfer of Trademark. Assignor hereby assigns to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Trademark, including the right to recover for past, present and future infringements pertaining to the use thereof, together with all goodwill associated with, corresponding to, symbolized by and embodied in the Trademarks. Assignor does hereby acknowledge that Assignee is a successor to the portion of the business of Assignor to which the Trademarks pertain, and that said business is ongoing and existing.

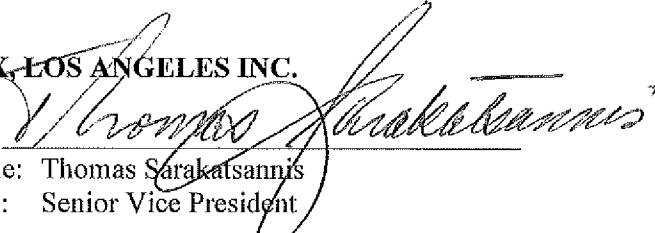
2. Facilitation of Transfer. Assignor agrees, upon reasonable request from Assignee, that Assignor will, without charge to Assignor and at Assignee's sole expense, (i) provide whatever documentation Assignor may have relating to or supporting the chain of title and use of the Trademark, including without limitation Assignor's date of first use of the Trademark and such use thereafter, and (ii) sign any confirmatory assignments, take all rightful oaths, and do all lawful acts which may be reasonably necessary for vesting title to the Trademark in Assignee, including without limitation, by executing any documents which Assignee deems reasonably necessary to correct the chain of title with respect to such trademark.

3. 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. Binding Effect. This assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this assignment effective as of the date first above written.

NYX, LOS ANGELES INC.

By: 
Name: Thomas Sarakatsannis
Title: Senior Vice President