

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L'Oreal USA, Inc.		03/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Holding Company I, 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	
Registration Number:	7081682	DREAM BEYOND	
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:	01/23/2024		
Total Attachments: 5			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY
(U.S)**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the “Assignment”) is made and executed effective as of March 31, 2022 by L’Oréal USA, Inc., a Delaware corporation (“Assignor”), in favor of Holding Company I, Inc., a Delaware corporation (“Assignee”). Capitalized terms not otherwise defined in this Assignment will have the meanings ascribed to such terms in the Contribution Agreement (as defined below).

WHEREAS, Assignor, Assignee, Creative, Products and S/D have entered into that certain Contribution Agreement, dated as of March 31, 2022 (the “Contribution Agreement”);

WHEREAS, pursuant to the Contribution Agreement, Assignor agreed to contribute, assign and transfer to Assignee, and Assignee agreed to accept the Transferred Assets, including the Transferred Marks.

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

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 Transferred Marks and Applications. Assignor hereby assigns to Assignee and its successors all of Assignor’s right, title and interest in and to the Transferred Marks (including those set forth on **Exhibit A**), 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 the right to commence an action and recover for past, present and future infringement of such trademarks.

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 Transferred Marks, including without limitation Assignor’s date of first use of the Transferred Marks 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 Transferred Marks in Assignee, including without limitation, by executing any documents which Assignee deems reasonably necessary to correct the chain of title with respect to such Transferred Marks.

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.

4. Binding Effect; Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing herein expressed or implied shall give, or be construed to give, to any Person, other than the parties hereto and their permitted assigns, any right, remedies or claims under or with respect to this Assignment or any provisions hereof.

5. Counterparts. 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 transmission or by electronic transmission of a .pdf or other electronic file shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to conflict of law principles, including all matters of construction, validity and performance.

[signature page follows]

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

L'ORÉAL USA, INC.



By: 

Name: Thomas Sarakatsannis

Title: Senior Vice President


EXHIBIT A

I. United States Trademark Registrations:

MARK	REGISTRATION NUMBER
YOUTH TO THE PEOPLE	4735862
 (YTTP)	4898490
SUPERFOODS + SCIENCE	5305804
 (YTTP)	5693677
YOUTH TO THE PEOPLE	5693678
SKINCARE FOR ALL	5950973
PRO-GRADE VEGAN	6713940
THE YOUTH SYSTEM	6720441
VITAMIN C THAT OUTPERFORMS	6762530
DREAM BEYOND	6769752
KALE + GREEN TEA SPINACH VITAMINS	6791690
SUPERFOOD CLEANSER	
SUPERFOOD HYDRATE + FIRM PEPTIDE EYE CREAM	6791691
SUPERFOOD AIR-WHIP MOISTURE CREAM	6791693
ADAPTOGEN SOOTHE + HYDRATE ACTIVATED MIST	6822873
YOUTH STACKS	6848472
YERBA MATE RESURFACING ENERGY FACIAL	6883287
KOMBUCHA + 11% AHA EXFOLIATION POWER TONER	6883288
YOU ARE YOUTH	6889842
SUPERBERRY HYDRATE + GLOW DREAM MASK	6921501

II. United States Trademark Applications:

MARK	SERIAL NUMBER
COLOR FOR COLORFUL PEOPLE	88653018

AGE OF CHANGE	88702312
REACH YOUR HIGHEST POTENTIAL	88589476
REACH YOUR SKIN'S HIGHEST POTENTIAL	88589493
FIND THE POWER WITHIN	88589445
YOUTH TECH	90853903
UNITY IS THE SOLUTION	90853888
SUPERFOOD CLEANSER	90887883
YOUTH TO THE PEOPLE	90891366
SUPERCLAY PURIFY + CLEAR POWER MASK	90907184
SUPERBERRY DREAM EYE CREAM	90907276
15% VITAMIN C + CAFFEINE ENERGY SERUM	90907301
ADAPTOGEN DEEP MOISTURE CREAM	90907357
 (YTTP)	90891447
DREAM BEYOND	90157493
VITAMIN C THAT OUTPERFORMS	90169210
YOU BY YOUTH TO THE PEOPLE	90448868
YOUTH STACKS	90278590
THE YOUTH SYSTEM	90449063
YOU	90448660
MANDELIC ACID + SUPERFOOD UNITY EXFOLIANT	97001474
MULTI-PEPTIDE + CACTUS ELIXIR OASIS SERUM	97001530
SUPERBERRY DREAM CLEANSING BALM	97001550
THE SKINCARE OF NOW	97011692
THE SKINCARE OF NOW, FOR THE PEOPLE OF NOW	97011740
PLANT PROTEIN FUTURE CREAM	97107325
YOUTH STACKS	97253128
THE YOUTH SYSTEM	97253129
YOUTH TO THE PEOPLE	97261667

III. Other Trademark Rights Being Assigned:

Any and all US common law trademarks, trade names and other trademark rights owned or held by Assignor.