

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Me Bath Experience, Inc.		04/11/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PDC MBE Holdings, LLC		
Street Address:	6 High Ridge Park, Floor C2		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3527221	ME! BATH	
Registration Number:	3479678	BATH ICE CREAM	
CORRESPONDENCE DATA			
Fax Number:	2033482321		
<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:	203-358-0800		
Email:	mwagner@dmoc.com		
Correspondent Name:	Diserio Martin O'Connor & Castiglioni LL		
Address Line 1:	One Atlantic Street, 8th Floor		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew C. Wagner		
SIGNATURE:	/matthew c wagner/		
DATE SIGNED:	04/26/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), effective as of April 11, 2017, is entered into by and between Me Bath Experience, Inc. (the "Assignor"), and PDC MBE Holdings, LLC ("Buyer").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks");

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, which will be signed simultaneously herewith, dated as of April 11, 2017 (the "Purchase Agreement"), between Sellers (as defined therein) and Buyer, Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, certain assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor agrees to assign to Buyer, and Buyer agrees to acquire from Assignor, all of Assignor's right, title, and interest in and to certain of the Assignor's Intellectual Property, including, without limitation, the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Buyer hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, and irrevocably transfers and assigns to Buyer, and Buyer hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on Schedule A), including without limitation, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringements thereof, the right to secure and record registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before the U.S. Patent and Trademark Office and all other corresponding entities or agencies in any applicable jurisdictions with respect to such Assigned Trademarks.

3. Recordation. Assignor hereby authorizes and requests that the U.S. Patent and Trademark Office and all other corresponding entities or agencies in any applicable jurisdictions record this Assignment. Assignor will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to its Assigned Trademarks.

4. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

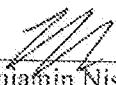
5. Counterparts. This Assignment may be executed by facsimile signatures or by email in a PDF format and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

6. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Sellers, Buyer, or Assignor, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:
Me Bath Experience, Inc.

By: 
Name: Benjamin Nissanoff
Title: President

[Signature Page to Assignment of Intellectual Property]

BUYER:
PDC MBE Holdings, LLC

By: *J.E.M.*
Name: *James E. Rogers*
Title: *CFU*

{Signature Page to Assignment of Intellectual Property}

SCHEDULE A
ASSIGNED TRADEMARKS

Trademark	Country	App. No.	Reg. No.	Owner
ME! BATH	USA	77437177	3527221	Me Bath Experience, Inc.
BATH ICE CREAM	USA	77326452	3479678	Me Bath Experience, Inc.
ME! BATH	India	3337821		Me Bath Experience, Inc.
ME! BATH	India	2490646		Me Bath Experience, Inc.
ME! BATH	International	1293260	1293260	Me Bath Experience, Inc.