

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM588338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hain Celestial Group, Inc.		06/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FOT Beauty LLC		
Street Address:	500 West Madison, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5692234	FOUNTAIN OF TRUTH	
Registration Number:	5765359	YOUTH IN HAND	
Serial Number:	87372518	F.O.T.	
Serial Number:	88454890	OUNCES OF TRUTH	
Serial Number:	88455000	GOOD DAY SOUFFLE	
Serial Number:	88020742	SUPER BIO FERMENT COMPLEX	
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:	312-224-1041		
Email:	trademarks@hmblaw.com		
Correspondent Name:	Tara Reedy Sliva		
Address Line 1:	Horwood Marcus & Berk Chartered		
Address Line 2:	500 West Madison, Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		
DATE SIGNED:	07/24/2020		

OP \$165.00 5692234

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of June 29, 2020, is made by and between The Hain Celestial Group, Inc., a Delaware corporation, (“Assignor”), and FOT Beauty LLC, a Delaware limited liability company (“Assignee”), in connection with that certain Joint Development Agreement Termination and Asset Assignment Agreement, dated as of the date hereof (the “Agreement”), among Assignor, Assignee and GDP Entertainment, Inc., a California corporation.

WHEREAS, under the terms of the Agreement, Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the trademarks and trademark registrations and applications set forth on Schedule 1 hereof (collectively, the “Assigned Trademarks”), including, with respect to each Assigned Trademark, all stylizations thereof, all logos and designs associated therewith, all common law rights therein, the registrations and applications for registration therefor and all past, present and future rights and forms of protection of an equivalent or similar nature having the equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, together with the goodwill associated therewith, appurtenant thereto and symbolized thereby. Assignor and Assignee acknowledge and agree that Assignee is a successor of the entire business or portion thereof to which the Assigned Trademarks pertain, which business is ongoing and existing.

2. Recordation. Assignor hereby authorizes the Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable jurisdiction, to record Assignee as the assignee and owner of the Assigned Trademarks and to deliver to Assignee, and to Assignee’s representatives, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

3. Terms of Agreement. This Trademark Assignment is intended only to effect the transfer, in accordance with the Agreement, of the Assigned Trademarks which are to be transferred, conveyed, assigned and delivered to Assignee pursuant to the Agreement and shall be governed entirely by the terms and conditions thereof. Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained in this Trademark Assignment shall in any way supersede, modify, rescind, waive, expand or in any way affect the provisions of, including, without limitation, the representations, warranties, covenants and conditions contained in the Agreement.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Amendment; Waiver. No modification, amendment or waiver of any provision of this Trademark Assignment, nor any consent to or approval of any departure here from, shall be effective unless it is in writing and signed by the party against whom enforcement is sought.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Headings. The heading references herein and the recitals herein have been inserted only for convenience of reference and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

8. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

The Hain Celestial Group, Inc.

By: Kristy Mungolo
Name: Kristy Mungolo
Title: SVP. General Counsel and Corporate Secretary

Address: 1111 Marcus Avenue, Suite 1
Lake Success, New York 11042

STATE OF NEW YORK

COUNTY OF NASSAU

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On the 25th day of June, 2020, before me personally appeared Kristy Mungolo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the General Counsel of The Hain Celestial Group, Inc., and acknowledged that [he/she] signed and delivered the foregoing instrument as [his/her] own free and voluntary act, and as the free and voluntary act of The Hain Celestial Group, Inc., for the uses and purposes therein set forth.

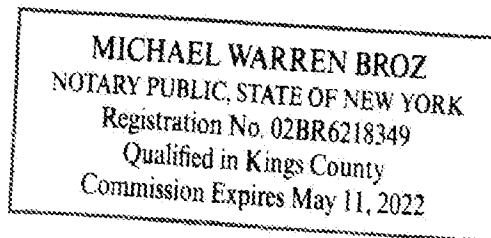
[Signature]
Notary Public

State of: New York

Printed Name: Michael Broz

[Notary Seal or Stamp]

My Commission Expires: 5/11/2022



[Signature Page to Trademark Assignment Agreement]

AGREED TO AND ACCEPTED:

ASSIGNEE:

FOT Beauty LLC

By:

Name: Giuliana Rancic

Title: Manager

Address:

c/o Horwood Marcus & Berk Chartered

Attn: David H. Sachs

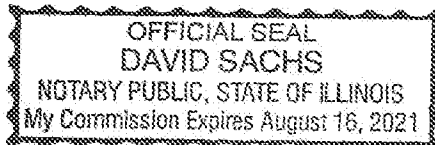
500 W. Madison, Suite 3700

Chicago, Illinois 60661

STATE OF IL
COUNTY OF Cook

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On the 24th day of June, 2020, before me personally appeared Giuliana Rancic, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as Manager of FOT Beauty LLC and acknowledged that she signed and delivered the foregoing instrument as her own free and voluntary act, and as the free and voluntary act of FOT Beauty LLC, for the uses and purposes therein expressed.



Notary Public

State of:

Illinois

Printed Name:

David H. Sachs

My Commission Expires:

8/16/2021

[Notary Seal or Stamp]

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Trademark	Jurisdiction	Serial No.	Registration No.	Registration Date	Owner	Status
FOUNTAIN OF TRUTH	U.S.	87255114	5692234	March 5, 2019	The Hain Celestial Group, Inc.	Registered
YOUTH IN HAND	U.S.	87954433	5765359	May 28, 2019	The Hain Celestial Group, Inc.	Registered

Trademark Applications

Trademark	Jurisdiction	Application Serial Number	Filing Date	Owner	Status
F.O.T.	U.S.	87372518	March 15, 2017	The Hain Celestial Group, Inc.	Published
OUNCES OF TRUTH	U.S.	88454890	May 31, 2019	The Hain Celestial Group, Inc.	Published
GOOD DAY SOUFFLE	U.S.	88455000	May 31, 2019	The Hain Celestial Group, Inc.	Pending/Suspended
SUPER BIO FERMENT COMPLEX	U.S.	88020742	June 29, 2018	The Hain Celestial Group, Inc.	Allowed

Common Law Trademarks

Name
SWIPE UP THE NECK
THE TRUTH INSTA-FACE LIFT ELIXIR
DREAM CREAM OVERNIGHT REPAIR MASK
HONEY GLOW FACE MASK
FRESH FACE FOAMING CLEANSER
TAKE IT OFF CLEANSING BALM
MAGIC WAND SCULPTING EYE ROLLER
SKIN NUTRITION BOOSTER KIT
MOMENT OF TRUTH GIFT SET
TRUTH BE TOLD GIFT SET
RISE AND SHINE SET
SWEET DREAMS SET
PERFECT SKIN ILLUMINATOR