

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Florence Beauty, LLC		03/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Give Back Beauty Limited		
Street Address:	10 Philpot Lane		
Internal Address:	1st Floor		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC3M 8AA		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5905425	FLORENCE BY MILLS	
Serial Number:	88107303	FLORENCE BY MILLS	
CORRESPONDENCE DATA			
Fax Number:	0276317619		
<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:	+39 02 - 76316161		
Email:	fbraga@perani.com		
Correspondent Name:	Francesco Braga		
Address Line 1:	Piazza Armando Diaz 7		
Address Line 4:	Milano MI, ITALY 20123		
NAME OF SUBMITTER:	Francesco Braga		
SIGNATURE:	/Francesco Braga/		
DATE SIGNED:	04/09/2021		
Total Attachments: 4			
source=X004477 Declaration of Occured Exclusive License Agreement - signed#page1.tif			
source=X004477 Declaration of Occured Exclusive License Agreement - signed#page2.tif			
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OP \$65.00 5905425

DECLARATION OF OCCURED EXCLUSIVE LICENSE AGREEMENT

We, the undersigned, Florence Beauty, LLC, located at 222 Pacific Coast Highway 10th Floor El Segundo, California, 90245 (the “**Licensor**”), being the owner of the trademarks listed in Annex A (the “**Trademarks**”), hereby declare that, in accordance with the license agreement dated March 10, 2021 (the “**License Agreement**”), an exclusive license to use the Trademarks is granted to Give Back Beauty Limited (the “**Licensee**”), a company duly incorporated and existing under the laws of England, with registration no. 12643884, having a principal place of business at 10 Philpot Lane, 1st Floor, London EC3M 8AA, United Kingdom, upon the following main terms and conditions.

1. Territory

Worldwide

2. Licensed Products

Perfumery and fragrances, beauty and personal care products, including the following products categories:

- Personal fragrances (e.g., perfume, eau de toilette, solid perfume, deodorant, scented shower gel, body cream and body lotion, scented tatoos and glitters, perfumed oils).
- Haircare (e.g., shampoo, conditioner, serum, mask and hair oil, hair mists, tonics, styling products, tools and accessories, hair colors and nutri-cosmetics, liquids, powders and sprays for care, cleaning and styling).
- Color cosmetics (e.g., lipstick, lip gloss, lip liner, eyebrow liner, eye shadow, mascara, brow pencil, brow pomade and spoolie brush, eyeliner, make up palette foundation, concealer, highlighter and blush, primer, setting spray and powders, tinted cream, powder, balm, tinted moisturizers, oils, emulsions, lotions, powders, pencils, cosmetic preparations, brushes, make up tattoo and stamp, make up tools and accessories, nail polish, make up remover and wipes and cosmetic products which also have skin benefits).
- Skincare / body care (e.g. body cream, body scrub, body butter, body oils, body lotion, deodorant, hand sanitizer, body washes, soap bar, bath salts, body stick and body powders, and accessories, face creams and lotions for skin cleansing, moisturizing, and protection including anti-aging, patches, mask, eye cream, eye pads, anti-blemishing, oil, serum, toner, exfoliators nutri-cosmetics and special skin treatment products skincare aids and tools, shaving creams, shaving gels, shaving tools and aids).

3. Term

The License Agreement is effective until December 31, 2025. The License Agreement is automatically renewed until December 31, 2030, subject to the condition that certain sale targets are achieved.

4. Recordal of the License Agreement

Licensors shall not request the cancellation of the recordal of the license granted to it in the competent trademark registries made pursuant to the License Agreement except in the event: (i) Licensors obtain from a competent Court a provisional order ascertaining the early termination of the License Agreement, or (ii) the License Agreement is mutually terminated or (iii) the License Agreement is terminated by Licensee.

5. Assignment

The Licensors shall have the right to assign, subcontract, or otherwise transfer the License Agreement, the Trademarks, or any of its rights and/or obligations hereunder provided that (i) any transferee of the Licensors shall have license of such rights as required to enable the transferee to grant the rights to the Licensee in the terms of the License Agreement, (ii) such transfer does not have any adverse impact on the ability of the Licensee to exercise its rights under the License Agreement, (iii) Licensors shall remain jointly liable with transferee for any of the Licensors' obligations under the License Agreement, and (iv) Licensors shall procure transferee to sign an agreement with Licensee by which transferee undertakes to remain jointly liable with Licensors for any of the Licensors' obligations arising out of the License Agreement.


6. General

The present declaration is made for the primary purpose of recording the license granted to Licensee pursuant to the License Agreement in the competent trademark registries, being understood that in case of any discrepancy between the present declaration and License Agreement, the latter shall prevail.

This day of Mar 19, 2021

Licensors: **FLORENCE BEAUTY LLC**

By:


Robert Brown [Mar 19, 2021 14:58 EDT]

Print name: Robert Brown

Licensee: **GIVE BACK BEAUTY LIMITED**

By:

Corrado Brondi

Corrado Brondi (P&A), 2021, 2724 4347-A

Print name: Corrado Brondi

ANNEX A

THE TRADEMARKS

Trademark “FLORENCE BY MILLS” including trademarks registered or applied for registration, as better detailed below:

- US Trademark Registration no. 5905425 “FLORENCE BY MILLS”, filed on September 6, 2018 and granted on November 5, 2019 in class 3 in the name of Florence Beauty LLC;
- US Trademark application n. 88107303 “FLORENCE BY MILLS”, filed on September 6, 2018 in class 3 in the name of Florence Beauty LLC;
- UK Trademark Registration no. 3420731 “FLORENCE BY MILLS”, filed on August 12, 2019 and granted on January 10, 2020 in classes 3 and 18 in the name of Florence Beauty LLC;
- UK Trademark Registration no. 918107418 “FLORENCE BY MILLS”, filed on August 12, 2019 and granted on January 9, 2020 in classes 3 and 18 in the name of Florence Beauty LLC;
- EU Trademark Registration no. 18107418 “FLORENCE BY MILLS”, filed on August 12, 2019 and granted on January 9, 2020 in classes 3 and 18 in the name of Florence Beauty, LLC;
- Chinese Trademark Application no. 40362552 “FLORENCE BY MILLS”, filed on August 15, 2019 in classes 3 and 18 in the name of Florence Beauty LLC;
- Australian Trademark Registration no. 2029532 “FLORENCE BY MILLS”, filed and granted on August 12, 2019 in class3 in the name of Florence Beauty LLC.