

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIP IVO, Inc.		04/05/2021	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bentley Laboratories LLC		
<b>Street Address:</b>	111 Fieldcrest Avenue		
<b>City:</b>	Edison		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08837		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2176167	LIP IVO	
<b>Registration Number:</b>	2151973	LIP IVO	
<b>Registration Number:</b>	2469278	IVO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	732-224-65		
<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>			
<b>Phone:</b>	732-741-3900		
<b>Email:</b>	dazzinaro@ghclaw.com		
<b>Correspondent Name:</b>	Diane Azzinaro		
<b>Address Line 1:</b>	125 Half Mile Road, Suite 300		
<b>Address Line 2:</b>	Giordano, Halleran & Ciesla, P.C.		
<b>Address Line 4:</b>	Red Bank, NEW JERSEY 07701		
<b>ATTORNEY DOCKET NUMBER:</b>	13584-0032		
<b>NAME OF SUBMITTER:</b>	Steven L. Shur		
<b>SIGNATURE:</b>	/Steven L. Shur/		
<b>DATE SIGNED:</b>	04/13/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated and effective as of April 5, 2021, is entered into by and among LIP IVO, Inc., a Colorado corporation (the “**Assignor**”) and Bentley Laboratories LLC, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein that are not otherwise defined shall have the meanings given to them in that certain Asset Purchase Agreement, dated as of April 5, 2021 by and between the Assignee and the Assignor (the “**Asset Purchase Agreement**”).

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor has agreed to assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to acquire from the Assignor, among other assets, the Intellectual Property of the Assignor, including without limitation, the Assigned Intellectual Property (defined below), together with all of the assets of the ongoing and existing business to which such Assigned Intellectual Property pertain; and

**WHEREAS**, the Asset Purchase Agreement contemplates that the Assignor and the Assignee will enter into this Assignment to provide for the Assignor’s sale, transfer and assignment of the Assigned Intellectual Property to the Assignee.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, irrevocably and throughout the world, all of Assignor’s right, title and interests (including, without limitation, any and all patent rights, copyright rights, mask work rights, trademark rights, trademark registrations, common law trademarks and trade names, trade secret rights, sui generis database rights and all other intellectual property rights, industrial property rights and proprietary rights of any sort, whether or not now existing) in and to all intellectual property rights or assets owned, licensed, or controlled by Assignor, including, without limitation, those listed on Schedule A hereof, along with: (i) patent registrations and applications in any and all jurisdictions, including but not limited to: improvements, re-issues, continuations, continuations-in-part, renewals, re-examinations, extensions or divisions; (ii) registered and unregistered trademarks, service marks, trade names, trade dress, slogans and logos including registrations and applications for registration thereof, including, but not limited to, “LIP IVO” and the goodwill associated therewith; (iii) registered, pending or unregistered copyrights in websites, writings, graphic works, designs, marketing, sales and textual materials or other copyrightable works in any and all jurisdictions; (iv) Software; (v) trade secrets and other confidential information regarding the business of the Assignor (including, without limitation, ideas, discoveries, formulas, compositions, inventions, whether patentable or not and whether or not reduced to practice), know-how, methodology, models, algorithms, systems, processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial data, marketing plans, customer and supplier lists and information, marketing and business data, pricing and cost information; (vi) registered, pending or unregistered mask works; (vii) databases; (viii) domain

names used in connection with the Assigned Intellectual Property, including, [www.lipivo.com](http://www.lipivo.com), [www.lipbalm.biz](http://www.lipbalm.biz), [www.lipbalm.net](http://www.lipbalm.net), and [www.lipbalms.com](http://www.lipbalms.com); (ix) toll-free numbers, including, (888) LIP BALM; (x) social media accounts, including login and passwords for Facebook (LIP IVO lip balm) and Twitter (@LIPIVOLipBalm); (xi) rights under all agreements relating to the foregoing; (xii) other intellectual property rights including but not limited to claims, causes of action and the right to all past and future income, royalties, damages, fees, income, payments, and other proceeds now or hereafter due arising out of or related to past, present or future third-party infringement or misappropriation of the foregoing; and (xiii) copies and tangible embodiments of the foregoing (in whatever form or medium) (collectively the "Assigned Intellectual Property").

For purposes of this Agreement, "Software" means any and all proprietary software, computer software and code, including all new versions, updates, revisions, improvements, and modifications thereof, whether in source code, object code, or executable code format, including systems software, application software (including mobile apps), firmware, middleware, programming tools, scripts, routines, interfaces, libraries, and databases, and all related specifications and documentation, including developer notes, comments and annotations, user manuals, and training materials relating to any of the foregoing.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Company. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Company and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Company, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Warranty of Assignors. The Assignor warrants that such Assignor has full and complete power and authority to sell, transfer and assign the Assigned Intellectual Property to the Assignee.

5. Expenses. All expenses associated with the sale, transfer, and assignment of Intellectual Property shall be borne by Assignee.

6. Further Actions. The Assignor agrees that it will execute and deliver or cause to be executed and delivered, to the Assignee or its legal representatives, any other or additional releases, documents, certificates, powers or other writings, and take all additional actions as may be necessary to transfer the Assigned Intellectual Property to the Assignee.

7. Assignment; Binding Effect. This Assignment and the rights and obligations of the parties hereunder may not be assigned by any party without the prior written consent of the other parties. This Assignment shall be binding and enforceable upon and inure to the benefit of the parties and their successors and permitted assigns.

8. Counterparts. This Agreement may be executed counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. Notices. All notices and other communications to be given hereunder shall be in writing and delivered in accordance with the notice provisions of the Asset Purchase Agreement.

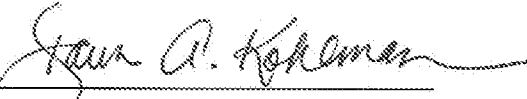
10. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey. Each of the parties submits to the exclusive jurisdiction of any state or federal court sitting in the State of New Jersey in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding shall be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

11. Severability. If any provision of this Assignment or the application thereof to any person or circumstance is held invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person or circumstance in any other jurisdiction or to other persons or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions of this Assignment shall be severable.

[Signature page follows.]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed, delivered, and is effective as of the first date set forth above.

LIP IVO, INC., Assignor

By:   
Name: Dawn A. Kohlman  
Title: President

BENTLEY LABORATORIES LLC, Assignee

By: \_\_\_\_\_  
Name:  
Title:

*[Signature page to Intellectual Property Assignment]*

**TRADEMARK**  
**REEL: 007253 FRAME: 0624**

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed, delivered, and is effective as of the first date set forth above.

LIP IVO, INC., Assignor

By: \_\_\_\_\_

Name: Dawn A. Kohlman

Title: President

BENTLEY LABORATORIES LLC, Assignee


By: *Brian T Fitzpatrick*

Name: Brian Fitzpatrick

Title: Chief Executive Officer

Schedule A

Trademarks

Mark	Registration Number	Registration Date
	2,176,167	July 28, 1998
LIP IVO	2,151,973	April 21, 1998
IVO	2,469,278	July 17, 2001

Trade Names

LIP IVO

Copyrights

All written materials and images found on the website [www.lipivo.com](http://www.lipivo.com) and on any product produced by Assignor.

Domain Names

[www.lipivo.com](http://www.lipivo.com)  
[www.lipbalm.biz](http://www.lipbalm.biz)  
[www.lipbalm.net](http://www.lipbalm.net)  
[www.lipbalms.com](http://www.lipbalms.com)

Formulas

LIP IVO Original 75-71238-01A  
Desert Essence GMO Free Shea Butter 75-71642-06A  
Desert Essence GMO Free Tea Tree Lip Balm 75-71643-05A  
Desert Essence GMO Free Jojoba 75-71644-04A  
Natural Base SPF30 Unflavored 85-71753-01A  
Natural Base SPF30 with Moringa Oil 85-71906-01A  
Natural Base SPF30 Vanilla Sweetened 85-71901-01A  
Natural Base SPF30 Exotic Coconut Sweetened 85-72036-01A  
Natural Base SPF30 Tropical Fruit Sweetened 85-72037-01A