

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI31037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revolution Beauty Holdings, Ltd.		01/31/2024	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	Fernt Consulting Group LLC		
Street Address:	P.O. Box 578		
Internal Address:	525 E Bay Ave		
City:	Manahawkin		
State/Country:	NEW JERSEY		
Postal Code:	08050		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90523702	ROCK AND ROLL BEAUTY	
Serial Number:	97326862	ROCK AND ROLL BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	5025610442		
<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:	5026252865		
Email:	jdages@grayice.com		
Correspondent Name:	Joseph R. Dages		
Address Line 1:	3939 Shelbyville Road		
Address Line 2:	Suite 201		
Address Line 4:	Louisville, KENTUCKY 40207		
NAME OF SUBMITTER:	JOSEPH DAGES		
SIGNATURE:	JOSEPH DAGES		
DATE SIGNED:	02/15/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Trademark Assignment”), dated as of January 31, 2024 (the “Effective Date”), is between Revolution Beauty Holdings, Ltd (“Assignor”), a private limited company organized under the laws of England and Wales, United Kingdom and having a principal place of business at 2-3 Sheet Glass Rd., Cullet Dr., Queenborough, Kent, England ME11 5JS and Fernt Consulting Group, LLC, a New Jersey limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein collectively as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, Assignor owns the trademarks (collectively, the “Trademarks”) and the applications and registrations therefor set forth in Schedule 1 attached hereto and incorporated herein by reference;

WHEREAS, Assignor has agreed to assign, transfer and convey to Assignee the Trademarks and the applications and registrations set forth in Schedule 1, all of the goodwill of the business associated with and symbolized by the Trademarks, and all rights, title and interests in and to the Trademarks and such applications and registrations, as provided for in this Trademark Assignment; and

WHEREAS, Assignee desires to acquire, receive, and accept from Assignor the Trademarks and the applications and registrations set forth in Schedule 1, all of the goodwill of the business associated with and symbolized by the Trademarks, and all rights, title and interests in and to the Trademarks and such applications and registrations, as provided for in this Trademark Assignment.

NOW, THEREFORE, in consideration of the foregoing, the Party’s respective obligations in this Trademark Assignment and otherwise between them, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Transfer of Marks. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, and Assignee hereby acquires, receives and accepts from Assignor, free and clear of any and all liens, security interests, and other encumbrances, the Trademarks and the applications and registrations for the Trademarks set forth in Schedule 1 (including all renewals and extensions thereof), all of the goodwill of the business associated with and symbolized by the Trademarks, and all rights, title and interests in and to the Trademarks and such applications and registrations, including but not limited to: (a) all common law rights in the Trademarks, if any, (b) the right to prosecute the Trademarks and any associated applications and to file any document in connection therewith, (c) the right to maintain and renew the Trademarks and any associated registrations and to file any document in connection therewith, (d) the right to sue or pursue any claims for past, present and future infringement of the Trademarks or other violations of rights associated with the Trademarks or such applications and registrations, and (e) the right to collect and retain all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Trademarks, and in and to all causes of action, either at law or in equity, for past, present or future infringement of the Trademarks or other violations of rights associated with the Trademarks or such applications and registrations; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

2. Further Assurances. Assignor shall take such steps and actions, execute and deliver such additional documents, instruments, conveyances, and assurances, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives as may be necessary for

Assignee or reasonably requested by Assignee to effect, evidence, perfect or record the assignment herein to Assignee or any assignee or successor thereto.

3. Governing Law; Venue. This Trademark Assignment shall be governed by the laws of the State of Delaware without reference to the conflict of laws rules thereof.

4. Authorization. Assignor hereby authorizes the Commissioner of Trademarks of the United States Patent and Trademark Office, the World Intellectual Property Organization, and all other corresponding entities or agencies in any applicable government, country or jurisdiction to record Assignee as the owner of the Trademarks.

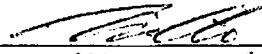
5. Miscellaneous. This Trademark Assignment will apply to, be binding in all respects upon, and inure to the benefit of the Parties hereto and the successors and permitted assigns of the Parties. This Trademark Assignment may not be amended, supplemented, or otherwise modified except by a written agreement executed by both Parties. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute but one and the same instrument. This Trademark Assignment, to the extent signed and delivered by means of digital imaging and electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Assignment on the dates set forth below effective as of the Effective Date.

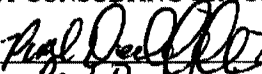
ASSIGNOR:

REVOLUTION BEAUTY HOLDINGS, LTD.



By: 
Name: NEIL CARTER
Title: CHIEF FINANCIAL OFFICER
Date: 31 JANUARY 2024





ASSIGNEE:

FERNT CONSULTING GROUP, LLC

By: 
Name: Paul Desjardins
Title: Principal Consultant
Date: 1/31/24

SCHEDULE 1

Mark	Jurisdiction	Serial No.	App. Date	Reg. No.	Reg. Date	Status
ROCK AND ROLL BEAUTY	United States	90/523,702	February 10, 2021	6,840,437	September 6, 2022	Registered
ROCK AND ROLL BEAUTY	International Registration	1658515	March 30, 2022	1658515	March 30, 2022	IR issued
ROCK AND ROLL BEAUTY	Australia (Designation from IR No. 1658515)	2265980				Under examination
ROCK AND ROLL BEAUTY	China (Designation from IR No. 1658515)					
ROCK AND ROLL BEAUTY	European Union (Designation from IR No. 1658515)	1658515		1658515	March 30, 2022	IR accepted
ROCK AND ROLL BEAUTY	United Kingdom (Designation from IR No. 1658515)	WO000000165 8515		WO0000001658 515	March 30, 2022	IR Accepted
	United States	97/326,862	March 23, 2022			Under examination
	International Registration	1703974	September 19, 2022	1703974	September 19, 2022	IR issued

	Australia (Designation from IR No. 1703974)	2324804				Under examination
	China (Designation from IR No. 1703974)					
	European Union (Designation from IR No. 1703974)	1703974				Under examination
	United Kingdom (Designation from IR No. 1703974)	WO000000170 3974				Under examination