

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI162172

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900838506
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holding Company I, Inc.		03/04/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Company Name:	L'Oreal USA S/D, Inc.
Street Address:	10 Hudson Yards
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	98083778	CLARISONIC
Registration Number:	4607015	CASHMERE CLEANSE
Registration Number:	3880043	CLARISONIC
Registration Number:	3732137	CLARISONIC
Registration Number:	3087196	CLARISONIC
Registration Number:	5487490	C
Registration Number:	4540652	CLARISONIC LUXE
Registration Number:	3726611	MIA
Registration Number:	5956840	MIA MEN
Registration Number:	5624004	MIA PRIMA
Registration Number:	5623867	MIA SMART
Registration Number:	3732719	PLINK
Registration Number:	5408376	SMART PROFILE UPLIFT
Registration Number:	5623868	SONIC AWAKENING EYE MASSAGER
Registration Number:	3429596	T-TIMER

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2129844177
Email: lisa.gigliotti@loreal.com
Correspondent Name: Lisa M. Gigliotti
Address Line 1: 10 Hudson Yards
Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	CHRISTOPHER JAMES WANCURA
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SIGNATURE:	CHRISTOPHER JAMES WANCURA
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DATE SIGNED:	04/12/2024
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Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (“**Assignment**”) is made and executed as of December 31, 2023 by Holding Company I, Inc., a Delaware corporation having a principal place of business at 10 Hudson Yards, New York, New York 10001 (hereinafter “**Assignor**”), in favor of L’Oréal USA S/D, Inc., a Delaware corporation having a principal place of business at 10 Hudson Yards, New York, New York 10001 (hereinafter “**Assignee**”).

WHEREAS, Assignor wishes to assign to Assignee, and Assignee is desirous of acquiring from Assignor, all of Assignor’s worldwide right, title and interest in and to all intellectual property rights owned, used, licensed or controlled by Assignor or that are used in or as part of the business of Assignor, including, without limitation (a) all trademarks, service marks, trade names, brand names, product designations, trade dress, logos, designs, emblems, signs, insignias, indicia of source or origin, including color, sounds, and moving images, all merchandise associated with any business of Assignor and any marks, logos or packaging used therewith, and all Internet domain names and the associated registrations and affiliated websites, all social media user names, tags, avatars, hashtags used to promote Assignor or any goods or services, favicons, together with all common law rights relating thereto and all applications, registrations and renewals therefor, together with all goodwill associated with, corresponding to, symbolized by and embodied therein and all goodwill of the business in relation to which any of the foregoing are or have been used (collectively “**Trademarks**”); (b) all copyrights and copyrightable works including product shape, product packaging, advertising and promotional material in all media, all works of authorship including all works owned by Assignor as creator, assignee, or as a work for hire, all contributions made to any copyrightable works, all works derived from any of the foregoing, and all applications, registration and renewals in connection therewith for all terms of protection (collectively “**Copyrights**”); (c) all trade secrets and other confidential information (collectively “**Trade Secrets**”); (d) all publicity and moral rights (“**Publicity Rights**”); (e) all patents, patent applications, patent disclosures and improvements thereto, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and re-examinations thereof, any rights or applications for rights owned, licensed or otherwise held in patents, patent applications, utility models, industrial designs, registered design rights, unregistered design rights, semiconductor chip layouts or masks, database rights, together with all inventions, whether or not patentable or reduced to practice, discoveries, ideas, know-how, data, information, processes, methods, procedures, formulas, drawings and designs, computer programs, software source code and object code (collectively “**Patents**”); (f) all amendments, modifications, derivations, and improvements thereto of any Trademarks, Copyrights, Trade Secrets, Publicity Rights or Patents that may exist or may be sought and obtained in the future; (g) any existing or future applications, registrations, rights of renewal, extensions, reversions of or for any Trademarks, Copyrights, Trade Secrets, Publicity Rights or Patents; and (h) all copies and tangible embodiments of any of the foregoing in whatever form or medium that were owned or purported to be owned by Assignor (subsections (a) – (h) inclusive collectively, “**Intellectual Property Rights**”). The Intellectual Property Rights include, but are not limited to, the patents and pending patent applications listed in Schedule A, the trademark applications and registrations listed in Schedule B, and the copyright registration listed on Schedule C, which Exhibits may, but are not required to, be updated from time to time.

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to said Intellectual Property Rights;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereby agree as follows:

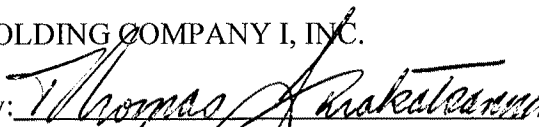
1. Assignment of Intellectual Property Rights. Assignor hereby irrevocably assigns to Assignee all of Assignor's worldwide right, title, and interest in and to all Intellectual Property Rights, including without limitation (a) the right to apply for trademarks, copyrights and/or patents thereon in Assignee's name and to seek renewals, extensions, and reversions of any existing or future applications or registrations for any trademarks, service marks, copyrights, design marks, design patents, utility patents, Internet domain names or other Intellectual Property Rights; (b) the right to register and sue to enforce the Intellectual Property Rights against infringers, alleged infringers, and potential infringers; (c) all claims and causes of action appurtenant to the Intellectual Property Rights and the ownership of the same together with any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable; (d) the right to make any and all changes to, create any derivative works therefrom, edit, rearrange, subtract from, add to, and combine the Intellectual Property Rights with any other material, in whole or in part or otherwise exploit in whole or in part any of the Intellectual Property Rights or any elements thereof in any media or in any manner as Assignee may in its sole discretion determine; (e) the right to assign, license, or otherwise transfer any of the rights granted herein to any third party; (f) all of Assignor's claims and rights at law or in equity arising out of or relating to the use or ownership of the Intellectual Property Rights. In assigning its rights fully and completely to the Intellectual Property Rights, Assignor may not assert and hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to any of the Intellectual Property Rights. All right, title, and interest in and to the Intellectual Property Rights are to be held and enjoyed by Assignee or its licensees, assignees, or successors exclusively, fully, completely, and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made. The failure to include any Intellectual Property Rights in Exhibits A, B or C shall not affect the scope of the Assignment or the Intellectual Property Rights covered by this Assignment.
2. Recordation of Assignment. Assignor shall cooperate with Assignee to do all acts and execute and acknowledge all documents as Assignee deems necessary or desirable to record the Assignment or record an assignment of any part of any of the Intellectual Property Rights with the appropriate governmental entities in all jurisdictions designated by Assignee and/or to vest Assignee of all rights assigned hereunder, including without limitation the United States Patent and Trademark Office and the United States Copyright Office.
3. Further Cooperation. Assignor shall execute all instruments and render all such assistance as Assignee may request to make and prosecute any and all applications for said Intellectual Property Rights, to maintain or extend any existing registrations for any Intellectual Property Rights, to enforce any rights in any of the Intellectual Property Rights, and to confirm in Assignee legal title to said Intellectual Property Rights.
4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns and all rights granted to Assignor may be freely assigned, licensed, or transferred in whole or in part by Assignor.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such State, without reference to conflict of law principles, including all matters of construction, validity, and performance.

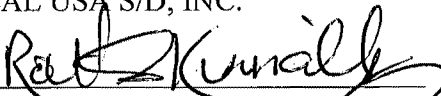
6. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission of a .pdf or other electronic file including DocuSign, shall be as effective as delivery of a manually executed counterpart of this Agreement and such signature and copies shall be deemed to be an original and shall be valid and binding for all purposes. The signatories hereto each represent that they are duly authorized to sign this Assignment on behalf of the party for whom they are executing this Assignment and to bind that Party and that each signatory is over the age of 21.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

HOLDING COMPANY I, INC.

L'ORÉAL USA S/D, INC.

By: 

By: 

Name: Thomas SARAKATSANIS

Name: Robert G. Kennedy

Title: SVP

Title: Vice President


Date: 03/04/2024

Date: 3/4/24

Schedule A: Patents

Title	Application No.	Filing date	Patent No.	Issue date
LIQUID-PRODUCT BOTTLE (REDKEN RENOVATION BOTTLE AND CAP DESIGN)	29/758824	November 18, 2020	D962071	August 30, 2022
CHARGER FOR AN ELECTRIC SKIN BRUSH APPLICATOR	29/335945	April 24, 2009	D634268	March 15, 2011
CHARGER FOR AN APPLICATOR OF SKIN FORMULATIONS	29/337705	May 28, 2009	D634707	March 22, 2011
SKIN FORMULATION DISPENSER	29/344582	September 30, 2009	D635294	March 29, 2011
APPLICATOR OF SKIN FORMULATIONS	29/337718	May 28, 2009	D663893	July 17, 2012
ELECTRIC SKIN BRUSH	29/415512	March 12, 2012	D683139	May 28, 2013

Schedule B: TRADEMARKS

Trademark	Application No.	Registration No.
CASHMERE CLEANSE		4607015
CLARISONIC	98/083778	
CLARISONIC		3880043
CLARISONIC		3732137
CLARISONIC		3087196
		5487490
CLARISONIC LUXE		4540652
MIA		3726611
MIA MEN		5956840
MIA PRIMA		5624004
MIA SMART		5623867
PLINK		3732719
SMART PROFILE UPLIFT		5408376
SONIC AWAKENING EYE MASSAGE		5623868
T-TIMER		3429596

Schedule C: COPYRIGHTS

Type of Work: Visual Material

Registration Number / Date: VA0001374562 / 2006-08-02

Title: First to market : a L'Oreal product launch.

Description: Game board.

Copyright Claimant: L'Oreal USA

Date of Creation: 2005

Date of Publication: 2005-09-07

Copyright Note: Cataloged from appl. only.

Names: L'Oreal USA