

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI175269

<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>
Rare Beauty Brands, Inc.		12/11/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Individual Name:</b>	Chris Hobson		
<b>Street Address:</b>	36 Shermans Way		
<b>City:</b>	Westwood		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02090		
<b>Entity Type:</b>	INDIVIDUAL: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97158544	VERISS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2125246053		
<b>Email:</b>	d@mabr.com,esullenberger@mabr.com		
<b>Correspondent Name:</b>	Rory Radding		
<b>Address Line 1:</b>	MASCHOFF BRENNAN		
<b>Address Line 2:</b>	15 W. 26th Street, 7th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10010		
<b>ATTORNEY DOCKET NUMBER:</b>	R1346.80046US01		
<b>NAME OF SUBMITTER:</b>	EMILY SULLENBERGER		
<b>SIGNATURE:</b>	EMILY SULLENBERGER		
<b>DATE SIGNED:</b>	04/18/2024		
<b>Total Attachments: 8</b>			
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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into effective as of December 11, 2023 (the “**Effective Date**”), by and between Chris Hobson, an individual (the “**Buyer**”), and Rare Beauty Brands, Inc., a Delaware corporation having a principal place of business at 83 Morse Street, Unit 8A, Norwood, MA 02062 (the “**Seller**”).

### Introduction

WHEREAS, Seller wishes to sell, and Buyer wishes to buy, the Purchased Assets (as defined below), on the terms and conditions set forth herein. The sale and purchase of the Purchased Assets and the related transactions referred to herein are sometimes collectively referred to herein as the “**Transactions**”.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE; CLOSING

Section 1.01. Purchase and Sale of Purchased Assets. Subject to the terms and conditions of this Agreement, Seller shall sell, convey, transfer, assign and deliver to Buyer at the Closing (as hereinafter defined), free and clear of all liens, charges, pledges, security interests, mortgages, claims, encumbrances and restrictions of every kind, nature and description, all of the tangible and intangible assets and properties of Seller listed on Schedule 1.01 attached hereto and incorporated herein (collectively, the “**Purchased Assets**”).

Section 1.02. Purchase Price. The purchase price for the Purchased Assets shall be One Dollar (\$1), paid to Seller at Closing in the form of cash, bank check or by wire transfer of immediately available funds.

Section 1.03. Closing. The closing (the “**Closing**”) of the Transactions hereunder shall take place on the Effective Date of this Agreement, at such location and in such manner as may be mutually agreed upon in writing by the parties.

### ARTICLE II MISCELLANEOUS

Section 2.01. Notices. Any notices or other communications required or permitted to be given hereunder shall be sufficiently given if delivered in person or mailed by registered or certified mail, return receipt requested, or sent by nationally recognized overnight delivery service, addressed as follows:

To the Buyer:

Rare Beauty Brands, Inc.  
83 Morse Street, Unit 8A, Norwood, MA 02062  
Attention: Marcia Hooper

To the Seller:

Chris Hobson  
36 Shermans Way, Westwood, MA 02090

Section 2.02. Expenses. All legal and other costs and expenses incurred in connection with this agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, except as otherwise provided herein.

Section 2.03. Certain Taxes. All transfer, documentary, sales, use, real property gains, stamp, registration, and other such taxes and fees (including any penalties and interest) arising in connection with this Agreement shall be borne and paid by Seller when due, and Seller will file all necessary tax returns and other documentation with respect thereto, and, if required by law, Buyer will join in the execution of any such tax returns and other documentation. Buyer and Seller shall cooperate with each other in reducing or eliminating any such taxes.

Section 2.04. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that neither this Agreement nor any right hereunder may be assigned by any party without the written consent of Buyer and Seller.

Section 2.05. Amendments and Waivers. This Agreement may be modified or amended only by a writing signed by the Buyer and Seller. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

Section 2.06. Counterparts. This Agreement may be executed in two or more counterparts, and with counterpart signature pages, including facsimile signature pages, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. One or more counterparts of this Agreement may be executed and delivered by facsimile transmission or by other means of electronic communication with the intention that such counterpart shall constitute an original counterpart hereof.

Section 2.07. Headings. The headings of Articles and Sections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 2.08. Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF DELAWARE, WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF. EACH OF THE PARTIES HERETO AGREES TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN THE CITY OF WILMINGTON, DELAWARE, WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONSENTS THAT ALL SERVICES OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO IT AT ITS ADDRESS AS SET FORTH IN SECTION 7.01, AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED WHEN RECEIVED. EACH OF THE PARTIES HERETO WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER. NOTHING IN

THIS PARAGRAPH SHALL AFFECT THE RIGHTS OF THE PARTIES HERETO TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 2.09. Further Assurances. Following the Closing, Buyer and Seller will execute and deliver such documents to the other party and take such other actions as the other party may reasonably request in order to consummate the Transactions.


Section 2.10. No Third Party Beneficiaries. Nothing in the Agreement shall be construed to confer any right, benefit or remedy upon any person or entity that is not a party hereto or a permitted assignee of a party hereto.

[SIGNATURE PAGE FOLLOWS]

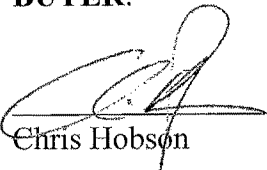
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**SELLER:**

Rare Beauty Brands, Inc.

By:   
Name: Marcia Hooper  
Title: Authorized Signatory

**BUYER:**

  
Chris Hobson

Schedule 1.01

Purchased Assets

1. Trademark

<b>Country</b>	<b>Mark text</b>	<b>Status</b>	<b>App. no.</b>	<b>App. date</b>
US	VERISS (the “ <b>Mark</b> ”)	Allowed	97/158,544	December 6, 2021

2. All following assets in connection with the Mark.

- 1) business plan
- 2) product development plan
- 3) product design information
- 4) finished goods and product samples

## TRADEMARK ASSIGNMENT

This trademark assignment agreement is entered into by and between Rare Beauty Brands, Inc., a Delaware corporation ("Assignor"), and Chris Hobson, an individual ("Assignee").

WHEREAS, Assignor owns the U.S. Trademark listed on Schedule A hereto (the "Mark");

WHEREAS, Assignee wants to acquire all of Assignor's right, title, and interest in and to the Mark, including any common law rights associated with the Mark, and Assignor is willing to assign the Mark, including any common law rights associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title, and interest in and to the Mark and all common law rights in the Mark, together with the goodwill of the business symbolized by the Mark and its right to sue for past infringement of the Mark and to recover any and all damages and awards for such infringement.

The purchase price for the Mark shall be one (1) dollar, paid by Assignee to Assignor on the date hereof in the form of cash, bank check or by wire transfer of immediately available funds.

Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment, including, without limitation, in connection with the recordal of this Assignment in the United States and any non-U.S. jurisdiction.

This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

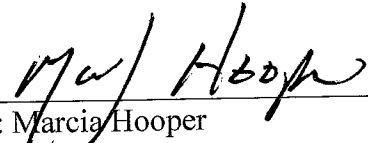
The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in accordance with the substantive laws of the State of Delaware without giving effect to principles of conflicts of law thereunder.

[Signature Page Follows]



IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment.

**Rare Beauty Brands, Inc.,** Assignor

By:   
Name: Marcia Hooper  
Title: Authorized Signatory

**Chris Hobson,** Assignee



SCHEDULE A

Country	Mark text	Status	App. no.	App. date
US	VERISS	Allowed	97/158,544	December 6, 2021