

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L'Oréal USA, Inc.		03/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Holding Company I, Inc.		
Street Address:	10 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3234519	CERAVE	
Serial Number:	87182227	CERAPLEX	
Registration Number:	4937981	SKIN LOVES CERAVE	
Registration Number:	4370125	INVISIBLEZINC	
Registration Number:	4495353	INVISIBLEZINC	
Registration Number:	3881852	1 HOUR PIMPLE PATCH	
Registration Number:	3555641	ACNE FREE	
Registration Number:	3773694	ACNE FREE CLEAR SKIN TREATMENTS	
Registration Number:	3641445	ACNE FREE SEVERE SYSTEM	
Registration Number:	4099516	CLEAR 2 GO	
Registration Number:	4119401	KILLER FOAM	
Registration Number:	1034597	AMBI	
Registration Number:	1135419	AMBI	
Registration Number:	0903176	AMBI	
Registration Number:	4131992		
Registration Number:	3617684	CELEBRATE YOUR BEAUTY EVERYDAY	
Registration Number:	3760599	EVEN & CLEAR	
Registration Number:	3567633	SOFT & EVEN	
Registration Number:	4321378		

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Property Type	Number	Word Mark
Registration Number:	4321377	
Registration Number:	1898493	AMBI 10

CORRESPONDENCE DATA

Fax Number: 2123108007
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: 212.310.8071
Email: juan.arias@weil.com
Correspondent Name: Lauren E. Springer
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Lauren Springer-39200.105
NAME OF SUBMITTER:	Lauren E. Springer
SIGNATURE:	/Lauren E. Springer/
DATE SIGNED:	04/03/2017

Total Attachments: 5
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”) is made and executed effective as of March 6, 2017 by L’Oréal USA, Inc., a Delaware corporation (“**Assignor**”), in favor of Holding Company I, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms not otherwise defined in this Assignment will have the meanings ascribed to such terms in the Contribution Agreement (as defined below).

WHEREAS, Assignor, Assignee, and L’Oréal USA Creative have entered into that certain Contribution Agreement, dated as of March 3, 2017 (the “**Contribution Agreement**”);

WHEREAS, pursuant to the Contribution Agreement, Assignor agreed to contribute, assign and transfer to Assignee, and Assignee agreed to accept the Transferred Assets, including the Transferred Marks.

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Transfer of Trademarks.** Assignor hereby assigns to Assignee and its successors all of Assignor’s right, title and interest in and to the Transferred Marks (including those set forth on **Exhibit A**), including, without limitation, all common law rights relating thereto and all registrations thereof and applications therefor, together with all goodwill associated with, corresponding to, symbolized by and embodied in such trademarks, and including the right to commence an action and recover for past, present and future infringement of such trademarks.

2. **Exclusions.** For the avoidance of doubt, the intellectual property assigned pursuant to **Section 1** above does not include certain intellectual property and related assets which were sold to L’Oréal (“**L’Oréal**”) pursuant to that certain Purchase Agreement, dated as of March 3, 2017, entered into by and between the Assignor and L’Oréal.

3. **Recordation of Assignment.** Assignor will cooperate with Assignee to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Assignee, including without limitation, the United States Patent and Trademark Office.

4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5. 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 Assignment by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Assignment.

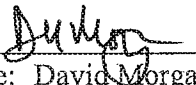
6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

ASSIGNOR

L'ORÉAL USA, INC.

By: _____


Name: David Morgan

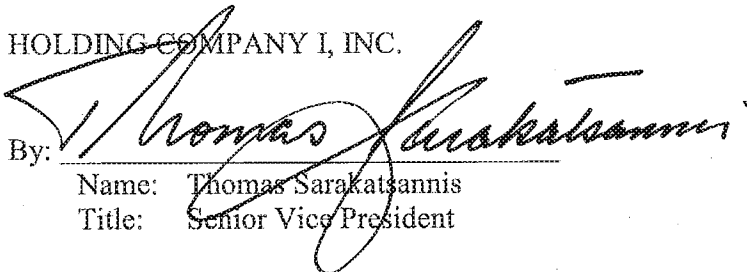
Title: Senior Vice President, Business
Development

[SIGNATURE PAGE TO ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 006025 FRAME: 0130

ASSIGNEE

HOLDING COMPANY I, INC.

By: 

Name: Thomas Sarakatsannis
Title: Senior Vice President

[SIGNATURE PAGE TO ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 006025 FRAME: 0131

EXHIBIT A

Transferred Marks

CeraVe

Mark	Country	App. No.	Reg. No.	Filing Date	Reg. Date	Status
CERAVE	United States	78/519,354	3234519	November 18, 2004	April 24, 2007	Registered
CERAPLEX	United States	87182227		September 24, 2016		Filed
SKIN LOVES CERAVE	United States	86510339	4937981	January 21, 2015	April 12, 2016	Registered
INVISIBLEZINC	United States	85979074	4370125	April 6, 2012	July 16, 2013	Registered
InvisibleZinc	United States	85590859	4495353	April 6, 2012	March 11, 2014	Registered

Acne Free

Mark	Country	App. No.	Reg. No.	Filing Date	Reg. Date	Status
1 HOUR PIMPLE PATCH	United States of America	77/895183	3881852	December 16, 2009	November 23, 2010	Registered
ACNE FREE	United States of America	76/529327	3555641	July 14, 2003	January 06, 2009	Registered
ACNE FREE CLEAR SKIN TREATMENTS	United States of America	77/538297	3773694	August 4, 2008	April 6, 2010	Registered
ACNE FREE SEVERE SYSTEM	United States of America	77/531014	3641445	July 24, 2008	June 16, 2009	Registered
CLEAR 2-GO	United States of America	77/895178	4099516	December 16, 2009	February 14, 2012	Registered
KILLER FOAM	United States of America	85/199951	4119401	December 16, 2010	March 27, 2012	Registered

AMBI

Mark	Country	App. No.	Reg. No.	Filing Date	Reg. Date	Status
AMBI	United States	73/038742	1034597	December 5, 1974	March 20, 2015	Registered
AMBI	United States	73/201119	1135419	January 23, 1979	May 20, 1980	Registered
AMBI	United States	72/287261	903176	December 20, 1967	November 24, 1970	Registered
AMBI DIAMOND LOGO (BLACK/ WHITE)	United States	85/413996	4131992	September 2, 2011	April 24, 2012	Registered
CELEBRATE	United States	78/949397	3617684	August 10,	May 5, 2009	Abandoned

Mark	Country	App. No.	Reg. No.	Filing Date	Reg. Date	Status
YOUR BEAUTY EVERYDAY				2006		
EVEN & CLEAR	United States	77/787609	3760599	July 23, 2009	March 16, 2010	Registered
SOFT & EVEN	United States	77/510838	3567633	June 30, 2008	January 27, 2009	Registered
AMBI DIAMOND LOGO (BLACK/WHITE)	United States of America	85/0907 15	4321378	July 22, 2010	April 16, 2013	Registered
AMBI DIAMOND LOGO (COLOR)	United States of America	85/090712	4321377	July 22, 2010	April 16, 2013	Registered
AMBI 10	United States of America	74/520827	1898493	May 9, 1994	June 13, 1995	Abandoned