

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422221

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

<b>ATTORNEY DOCKET NUMBER:</b>	Lauren Springer-39200.105
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<b>NAME OF SUBMITTER:</b>	Lauren E. Springer
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<b>SIGNATURE:</b>	/Lauren E. Springer/
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<b>DATE SIGNED:</b>	04/03/2017
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**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 Holding Company I, Inc., a Delaware corporation ("Assignor"), in favor of L'Oréal USA Creative, 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, Inc. ("L'Oréal USA") 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 L'Oréal USA 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.

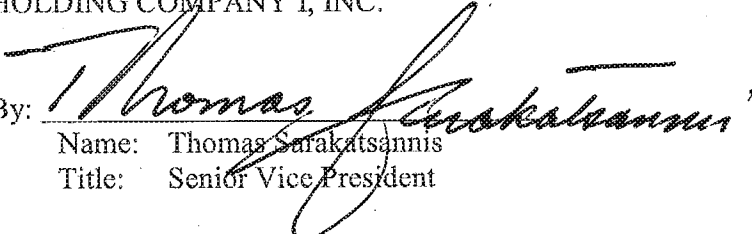
6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

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

HOLDING COMPANY I, INC.

By:

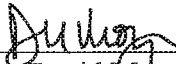
  
Name: Thomas Sarakatsannis  
Title: Senior Vice President

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

TRADEMARK  
REEL: 006025 FRAME: 0152

ASSIGNEE

L'ORÉAL USA CREATIVE, INC.

By:   
Name: David Morgan  
Title: Senior Vice President, Business  
Development

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

TRADEMARK  
REEL: 006025 FRAME: 0153

**EXHIBIT A**

**Transferred Marks**

**CeraVe**

<b>Mark</b>	<b>Country</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Status</b>
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**

<b>Mark</b>	<b>Country</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Status</b>
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**

<b>Mark</b>	<b>Country</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Status</b>
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