

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575544

| | | | |
|-----------------------------------|---|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Elizabeth Arden, Inc. | | 05/07/2020 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Beautyge I | | |
| Street Address: | 27 Hospital Road | | |
| Internal Address: | Cayman Corporate Centre c/o Walkers Corporate Limited | | |
| City: | George Town | | |
| State/Country: | CAYMAN ISLANDS | | |
| Postal Code: | KY1-9008 | | |
| Entity Type: | Company Limited By Shares: CAYMAN ISLANDS | | |
| PROPERTY NUMBERS Total: 41 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2027829 | CURVE | |
| Registration Number: | 2160698 | CURVE | |
| Registration Number: | 2973691 | CURVE CRUSH | |
| Registration Number: | 3069386 | CURVE WAVE | |
| Registration Number: | 5722976 | CURVE SPARK | |
| Registration Number: | 4583480 | ARAZINE | |
| Registration Number: | 3183911 | CATALYST | |
| Registration Number: | 1957908 | | |
| Registration Number: | 3012294 | PREVAGE | |
| Registration Number: | 2735029 | GG | |
| Registration Number: | 1163298 | GIORGIO | |
| Registration Number: | 1327870 | GIORGIO | |
| Registration Number: | 1389640 | GIORGIO | |
| Registration Number: | 1419951 | GIORGIO | |
| Registration Number: | 1458508 | GIORGIO | |
| Registration Number: | 1693903 | | |
| Registration Number: | 1248066 | | |

CH \$1040.00 2027829

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 1385642 | |
| Registration Number: | 1419132 | |
| Registration Number: | 1163318 | GIORGIO BEVERLY HILLS |
| Registration Number: | 1350214 | GIORGIO BEVERLY HILLS |
| Registration Number: | 1460175 | GIORGIO BEVERLY HILLS |
| Registration Number: | 2001801 | GIORGIO BEVERLY HILLS |
| Registration Number: | 2951581 | GIORGIO BEVERLY HILLS |
| Registration Number: | 1526382 | RED |
| Registration Number: | 1678246 | RED |
| Registration Number: | 1631255 | RED |
| Registration Number: | 4734244 | |
| Registration Number: | 1275710 | WINGS |
| Registration Number: | 1855055 | WINGS |
| Registration Number: | 1811374 | |
| Registration Number: | 1812638 | |
| Registration Number: | 0991685 | HALSTON |
| Registration Number: | 2273790 | HALSTON |
| Registration Number: | 2602632 | UNBOUND |
| Registration Number: | 2967060 | Z-14 |
| Registration Number: | 1767119 | BATH & BODY LUXURIES |
| Registration Number: | 1379973 | DESIGN |
| Registration Number: | 2067253 | DESIGN |
| Registration Number: | 1584255 | PS |
| Registration Number: | 1450275 | PS |

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.

Email: lfranco@paulweiss.com, aspoto@paulweiss.com,
rschwartz@paulweiss.com

Correspondent Name: Rebecca B. Schwartz

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 2500-0360 |
| NAME OF SUBMITTER: | Rebecca Schwartz |
| SIGNATURE: | /Rebecca Schwartz/ |
| DATE SIGNED: | 05/08/2020 |

Total Attachments: 7

source=13743709_2_Revlon - Elizabeth Arden Inc - US BrandCo IP Upper-Tier Assignment Agreement (Executed)#page1.tif

source=13743709_2_Revlon - Elizabeth Arden Inc - US BrandCo IP Upper-Tier Assignment Agreement (Executed)#page2.tif

source=13743709_2_Revlon - Elizabeth Arden Inc - US BrandCo IP Upper-Tier Assignment Agreement (Executed)#page3.tif

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated effective as of May 7, 2020, is by and between Elizabeth Arden, Inc. (the "Assignor") and Beautyge I ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties." All capitalized terms used but not defined herein shall have the respective meanings specified in, or incorporated by reference into, the Agreement (defined below).

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Upper Tier Transfer and Contribution Agreement as of the effective date hereof (the "Agreement") whereby Assignor has agreed to Convey the Transferred Assets to Assignee and Assignee has agreed to acquire the Transferred Assets from Assignor;

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Intellectual Property of Assignor associated with the Transferred Assets (the "Assigned Intellectual Property") as set forth below; and

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, state trademark offices, other applicable governmental authorities and other registrars the transfer and assignment of the Assigned Intellectual Property by the Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, including, without limitation, the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Grant of Assignment. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Assigned Intellectual Property, together with all of the goodwill associated therewith and symbolized thereby, including any applications, registrations, renewals and extensions thereof for the Assigned Intellectual Property, including as further detailed in the attached Exhibit A, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
2. Rights. The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Assigned Intellectual Property and all rights to sue for past, present or future infringement, misappropriation or other violation of the Assigned Intellectual Property, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Assigned Intellectual Property or assist any third party in any of the foregoing.
3. Further Assurances. Assignor will, at Assignor's sole cost and expense, promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect the rights and interests of Assignee in and to the Assigned Intellectual Property assigned herein.

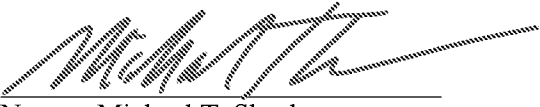
4. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Assignor agrees that this Assignment and any of its rights, interests or obligations hereunder shall not be assigned, directly or indirectly, including, without limitation, by operation of law, without the prior written consent of Assignee. Assignee may freely assign this Assignment and any of its rights, interests or obligations hereunder.
5. Conflict with Agreement. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
7. Electronic Signatures. A signature to this Assignment delivered by email or other electronic means will be deemed valid.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).
9. Amendment. This Assignment may not be amended, modified, waived or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

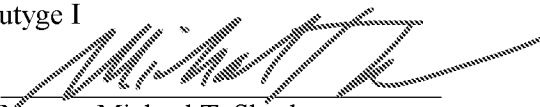
Elizabeth Arden, Inc.

By: 

Name: Michael T. Sheehan
Title: Vice President

ASSIGNEE:

Beautyge I

By: 

Name: Michael T. Sheehan
Title: Director

[Signature Page to Intellectual Property Assignment – Upper Tier]

Exhibit A

Intellectual Property

Trademarks

| TRADEMARK | APP. NO. | APP. DATE | REG. NO. | REG. DATE |
|-------------------------------------|------------|-------------|-----------|-------------|
| CURVE | 74670680 | May 8 1995 | 2027829 | Dec 31 1996 |
| CURVE (Stylized) | 75335788 | Aug 4 1997 | 2160698 | May 26 1998 |
| CURVE CRUSH | 78294759 | Sep 2 2003 | 2973691 | Jul 19 2005 |
| CURVE WAVE | 78482365 | Sep 13 2004 | 3069386 | Mar 14 2006 |
| CURVE SPARK | 87530503 | Jul 17 2017 | 5722976 | Apr 9 2019 |
| ARAZINE | 86137152 | | 4583480 | Aug 12 2014 |
| CATALYST | 78/860226 | | 3183911 | Dec 12 2006 |
| FLOWER LOGO | 74/655,242 | | 1,957,908 | Feb 20 1996 |
| PREVAGE | 78/976266 | | 3012294 | Nov 1 2005 |
| G (& Stylized 99) | 75/665621 | Mar 23 1999 | 2,735,029 | Jul 8 2003 |
| GIORGIO | 73/241284 | Dec 3 1979 | 1,163,298 | Aug 4 1981 |
| GIORGIO | 73479205 | May 7 1984 | 1327870 | Apr 2 1985 |
| GIORGIO (& Crest Device) | 73560787 | Sep 30 1985 | 1389640 | Apr 15 1986 |
| GIORGIO (& Crest Device) | 73597338 | May 7 1986 | 1419951 | Dec 9 1986 |
| GIORGIO (& Crest Device) | 73645937 | Feb 24 1987 | 1458508 | Sep 22 1987 |
| GIORGIO (Bottle Device 97 bw) | 74-087214 | Aug 13 1990 | 1,693,903 | Jun 16 1992 |
| GIORGIO (Yellow Stripes Device) | 73255955 | Mar 31 1980 | 1248066 | Aug 16 1983 |
| GIORGIO (Yellow Stripes Device) | 73479058 | May 7 1984 | 1385642 | Mar 11 1986 |
| GIORGIO (Yellow Stripes Device) | 73597293 | May 7 1986 | 1419132 | Dec 2 1986 |
| GIORGIO BEVERLY HILLS | 73255956 | May 31 1980 | 1,163,318 | Aug 4 1981 |
| GIORGIO BEVERLY HILLS | 73479062 | May 7 1984 | 1350214 | Jul 23 1985 |
| GIORGIO BEVERLY HILLS | 73645941 | Feb 24 1987 | 1460175 | Oct 6 1987 |
| GIORGIO BEVERLY HILLS | 74529156 | May 25 1994 | 2001801 | Sep 17 1996 |
| GIORGIO BEVERLY HILLS (Stylized 95) | 78361425 | Feb 3 2004 | 2,951,581 | May 17 2005 |
| RED | 73704126 | Jan 4 1988 | 1526382 | Feb 28 1989 |
| RED | 74-128232 | Jan 7 1991 | 1,678,246 | Mar 10 1992 |
| RED (& Device) | 74-042528 | Mar 26 1990 | 1,631,255 | Jan 15 1991 |
| RED (Swirl Device 14 bw) | 86255117 | Apr 17 2014 | 4734244 | May 12 2015 |
| WINGS | 409,346 | Jan 14 1983 | 1275710 | May 1 1984 |

| TRADEMARK | APP. NO. | APP. DATE | REG. NO. | REG. DATE |
|---------------------------------|------------|-------------|-----------|-------------|
| WINGS | 74/246,464 | Feb 14 1992 | 1855055 | Sep 20 1994 |
| WINGS (BOTTLE DEVICE) | 74/115,835 | Nov 16 1990 | 1811374 | Dec 14 1993 |
| WINGS (BOTTLE DEVICE) | 74/115836 | Nov 16 1990 | 1812638 | Dec 21 1993 |
| HALSTON | 73/011,266 | Jan 18 1974 | 991685 | Aug 27 1974 |
| HALSTON | 75/429,416 | Feb 5 1998 | 2,273,790 | Aug 31 1999 |
| UNBOUND | 76/201828 | Jan 30 2001 | 2602632 | Jul 30 2002 |
| Z-14 | 78/426993 | May 28 2004 | 2967060 | Jul 12 2005 |
| BATH & BODY LUXURIES (Stylized) | 74/246,973 | Feb 18 1992 | 1767119 | Apr 27 1993 |
| DESIGN | 73/542,581 | Jun 12 1985 | 1379973 | Jan 28 1986 |
| DESIGN | 75/136,500 | Jul 19 1996 | 2067253 | Jun 3 1997 |
| FLOWER LOGO | 74/655,242 | Apr 3 1995 | 1,957,908 | Feb 20 1996 |
| PS | 73802673 | May 26 1989 | 1584255 | Feb 27 1990 |
| PS LOGO I | 73/614,556 | Aug 13 1986 | 1450275 | Aug 4 1987 |

Copyrights

| TITLE | REG. DATE | REG. NO. |
|---|------------------|-----------------|
| Visible difference Lip-fix creme with Primilin II | 8/3/1983 | TX0001144376 |
| Elizabeth Arden invents skin care for your lips! | 8/3/1983 | TX0001144375 |
| Elizabeth Arden announces Lip-fix, a breakthrough lip treatment creme | 8/3/1983 | TX0001144377 |

Patents

| TITLE | APP. NO. | FILING DATE | PATENT NO. | ISSUE DATE |
|---|----------|--------------|------------|--------------|
| TOPICAL COMPOSITIONS AND METHODS FOR EPITHELIAL-RELATED CONDITIONS | 11151174 | Jun 13, 2005 | 8338648 | Dec 25, 2012 |
| TOPICAL COMPOSITIONS AND METHODS FOR EPITHELIAL-RELATED CONDITIONS | 12968800 | Dec 15, 2010 | 8334413 | Dec 18, 2012 |
| COSMETIC COMPOSITION FOR STRESSED SKIN UNDER EXTREME CONDITIONS | 09880245 | Jun 13, 2001 | 6649178 | Nov 18, 2003 |
| DEVICE, KIT AND METHOD FOR SELECTING PERSONALIZED COLOR COSMETICS | 09879520 | Jun 12, 2001 | 6603550 | Aug 5, 2003 |
| TOPICALLY APPLIED IDEBENONE-CONTAINING AGENT WITH PROTECTIVE AND REGENERATIVE EFFECT | 10030842 | | 6756045 | 38167 |
| SKIN TREATMENTS WITH CARBOXYLIC ACID-SUBSTITUTED IDEBENONE DERIVATIVES | 12574135 | | 8173703 | 41037 |
| SKIN TREATMENTS CONTAINING CARBOXYLIC ACID-SUBSTITUTED IDEBENONE DERIVATIVES AND METHODS OF PREPARATION AND USE THEREOF | 13349651 | | 8354550 | 41289 |
| COMPOSITIONS CONTAINING CARBOXYLIC ACID-SUBSTITUTED DERIVATIVES | 13714136 | | 9290436 | 42451 |

TRADEMARK

REEL: 006933 FRAME: 0949

RECORDED: 05/08/2020