

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575662

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
Beautyge I		05/07/2020	Company Limited By Shares: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	BrandCo Giorgio Beverly Hills 2020 LLC
Street Address:	3411 Silverside Road
Internal Address:	Tatnall Building #104 c/o Corporate Creations Network Inc.
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19810
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
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	
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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1631255	RED
Registration Number:	4734244	
Registration Number:	1275710	WINGS
Registration Number:	1855055	WINGS
Registration Number:	1811374	
Registration Number:	1812638	

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:	02500-0360
NAME OF SUBMITTER:	Rebecca Schwartz
SIGNATURE:	/Rebecca Schwartz/
DATE SIGNED:	05/09/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated effective as of May 7, 2020, is by and between Beautyge I (the “Assignor”) and BrandCo Giorgio Beverly Hills 2020 LLC (“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 Giorgio Beverly Hills Lower 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:

Beautyge I

By: 
Name: Michael T. Sheehan
Title: Director

ASSIGNEE:

BrandCo Giorgio Beverly Hills 2020 LLC

By: 
Name: Michael T. Sheehan
Title: Vice President

Exhibit A

Trademarks

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
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
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

None.

Copyrights

None.

Patents