

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
L'Oreal USA, Inc.		07/31/2020	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: 20

Property Type	Number	Word Mark
Registration Number:	1262819	TWO TREES
Registration Number:	3523365	THAYERS
Registration Number:	3135009	VOCAL POWER PACK
Registration Number:	4305045	THAYERS
Registration Number:	4520487	T
Registration Number:	4646615	HENRY THAYER M.D.
Registration Number:	4832599	SINCE 1847 THAYERS NATURAL REMEDIES
Registration Number:	5646813	TRUST THE RED CAP HENRY THAYER, M.D.
Registration Number:	5992016	SINCE 1847 THAYERS NATURAL REMEDIES
Registration Number:	5802522	SINCE 1847 THAYERS NATURAL REMEDIES
Serial Number:	88893651	SINCE 1847 THAYERS NATURAL REMEDIES SLIP
Serial Number:	88893666	SINCE 1847 THAYERS NATURAL REMEDIES BLEM
Serial Number:	88893644	SLIP BALM
Serial Number:	88893646	SINCE 1847 THAYERS NATURAL REMEDIES SLIP
Serial Number:	88893655	SINCE 1847 THAYERS NATURAL REMEDIES HENR
Serial Number:	88893661	SINCE 1847 THAYERS NATURAL REMEDIES WITC
Serial Number:	88893672	SINCE 1847 THAYERS NATURAL REMEDIES WITC
Serial Number:	88893677	SINCE 1847 THAYERS NATURAL REMEDIES DRYM

CH \$515.00 1262819

Property Type	Number	Word Mark
Serial Number:	88096285	TRUST THE RED CAP HENRY THAYER, MD
Serial Number:	88754566	SINCE 1847 THAYERS NATURAL REMEDIES

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.

Phone: 2129844177
Email: lisa.gigliotti@loreal.com
Correspondent Name: Lisa M. Gigliotti
Address Line 1: 10 Hudson Yards
Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	Lisa M. Gigliotti
SIGNATURE:	/Lisa M. Gigliotti/
DATE SIGNED:	10/01/2020

Total Attachments: 6
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is made and executed effective as of July 31, 2020 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, Creative, Products and S/D have entered into that certain Contribution Agreement, dated as of July 31, 2020 (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 and Domain Name.

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

1. Transfer of Transferred Marks and Domain Name. Assignor hereby assigns to Assignee and its successors all of Assignor’s right, title and interest in and to the Transferred Marks and Domain Name (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 domain name, and including the right to commence an action and recover for past, present and future infringement of such trademarks and domain name.

2. Exclusions. For the avoidance of doubt, the intellectual property assigned pursuant to this Assignment does not include certain intellectual property and related assets which will be sold to L’Oréal Parent pursuant to that certain Purchase Agreement, dated as of August 3, 2020, by and between the Assignor and L’Oréal Parent.

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. Binding Effect; Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing herein expressed or implied shall give, or be construed to give, to any Person, other than the parties hereto and their permitted assigns, any right, remedies or claims under or with respect to this Assignment or any provisions hereof.

5. Counterparts. 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 transmission or by electronic transmission of a .pdf or other

electronic file shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to conflict of law principles, including all matters of construction, validity and performance.

[Signature Page Follows]

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

TRADEMARK
REEL: 007066 FRAME: 0747

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: Nicholas Milosh

Title: Senior Vice President, Business
Development

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

TRADEMARK
REEL: 007066 FRAME: 0748

ASSIGNEE

HOLDING COMPANY I, INC.

By:

Name: Thomas Sorakatsannis

Title: Senior Vice President, General
Counsel

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

EXHIBIT A

Transferred Marks and Domain Name

Marks

Country	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
United States	SINCE 1847 THAYERS NATURAL REMEDIES SLIPPERY ELM LOZENGES	88/893651	29-Apr-20				Henry Thayer Company Pending Intent to Use
United States	SINCE 1847 THAYERS NATURAL REMEDIES BLEMISH CLEARING WITCH HAZEL ALOE VERA FORMULA WITH 2% SALICYLIC ACID	88/893666	29-Apr-20				Henry Thayer Company Pending Intent to Use
United States	SLIP BALM	88/893644	4/29/2020				Henry Thayer Company Pending
United States	SINCE 1847 THAYERS NATURAL REMEDIES SLIPPERY ELM SLIP BALM CERTIFIED ORGANIC	88/893646	29-Apr-20				Henry Thayer Company Pending Intent to Use
United States	SINCE 1847 THAYERS NATURAL REMEDIES HENRY THAYER, M.D. GENTLEMAN	88/893655	29-Apr-20				Henry Thayer Company Pending Intent to Use
United States	SINCE 1847 THAYERS NATURAL REMEDIES WITCH HAZEL ALOE VERA FORMULA	88/893661	29-Apr-20				Henry Thayer Company Pending Intent to Use
United States	SINCE 1847 THAYERS NATURAL REMEDIES WITCH HAZEL ALOE VERA FORMULA	88/893672	29-Apr-20				Henry Thayer Company Pending Intent to Use
United States	SINCE 1847 THAYERS NATURAL REMEDIES DRY MOUTH SPRAY SLIPPERY ELM	88/893677	29-Apr-20				Henry Thayer Company Pending Intent to Use
United States	TWO TREES	73/373193	6-Jul-82	1262819	3-Jan-84		Henry Thayer Company Registered
United States	THAYERS	77290179	27-Sep-07	3523365	28-Oct-08		Henry Thayer Company Registered
United States	VOCAL POWER PACK	78518283	17-Nov-04	3135009	29-Aug-06		Henry Thayer Company Registered
United States	THAYERS	85685931	24-Jul-12	4305045	19-Mar-13		Henry Thayer Company Registered
United States	MISCELLANEOUS DESIGN	85953455	7-Jun-13	4520487	29-Apr-14		Henry Thayer Company Registered
United States	HENRY THAYERS M.D. & DESIGN	86176290	27-Jan-14	4646615	25-Nov-14		Henry Thayer Company Registered

Country	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
United States	SINCE 1847 THAYERS NATURAL REMEDIES & DESIGN	86176293	27-Jan-14	4832599	13-Oct-15	Henry Thayer Company	Registered
United States	TRUST THE RED CAP / HENRY THAYER, MD (STYLIZED AND/OR WITH DESIGN)	87851637	27-Mar-18	5646813	8-Jan-19	Henry Thayer Company	Registered
United States	SINCE 1847 THAYERS NATURAL REMEDIES & DESIGN	88096246	28-Aug-18	5992016	18-Feb-20	Henry Thayer Company	Registered
United States	TRUST THE RED CAP / HENRY THAYER, MD (STYLIZED AND/OR WITH DESIGN)	88096285	28-Aug-18			Henry Thayer Company	Pending
United States	SINCE 1847 THAYERS NATURAL REMEDIES & DESIGN	88754566	10-Jan-20			Henry Thayer Company	Pending
United States	SINCE 1847 THAYERS NATURAL REMEDIES & DESIGN	88975364	28-Aug-18	5802522	9-Jul-19	Henry Thayer Company	Registered

Domain Name

- THAYERS.COM