

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620971

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Target Brands, Inc.		01/12/2021	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dermstore LLC		
<b>Street Address:</b>	1960 East Grand Avenue, 6th Floor		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2828064	DERMSTORE	
<b>Registration Number:</b>	3131102	GLOW	
<b>Registration Number:</b>	3122009	DELIVERING BEAUTY	
<b>Registration Number:</b>	3522216	GET YOUR BEAUTYFIX	
<b>Registration Number:</b>	3538407	BEAUTYFIX	
<b>Registration Number:</b>	4035322	BEAUTY FIX	
<b>Registration Number:</b>	4063894	SMARTLASH	
<b>Registration Number:</b>	4872580	HAIR ENVY	
<b>Registration Number:</b>	4539872	SMARTFX	
<b>Registration Number:</b>	4860141	MEDICELL LABS	
<b>Registration Number:</b>	4696661	B-B	
<b>Registration Number:</b>	4795790	ASHFORD & CO.	
<b>Registration Number:</b>	4786414	FOLLIMEDICA	
<b>Registration Number:</b>	5195747	DERMSTORE	
<b>Registration Number:</b>	6007515	D	
<b>Registration Number:</b>	6007516	D DERMSTORE	
<b>Serial Number:</b>	88737746	PROSTIGE	
<b>Serial Number:</b>	88737741	PROSTIGE	
<b>Serial Number:</b>	88737738	PROSTIGE	

OP \$715.00 2828064

Property Type	Number	Word Mark
Serial Number:	88737733	PROSTIGE
Serial Number:	88850298	D
Serial Number:	88850308	DERMSTORE
Serial Number:	88850342	DERMSTORE
Serial Number:	88852253	D DERMSTORE
Serial Number:	90105866	BEAUTYFIX
Serial Number:	90106313	DERMSTORE
Serial Number:	90106316	D
Serial Number:	90106317	D DERMSTORE

**CORRESPONDENCE DATA**

**Fax Number:** 6127661600

*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:** 6127667000

**Email:** tcamesignature@faegredrinker.com

**Correspondent Name:** Craig Komanecki/Sarah House

**Address Line 1:** 90 South Seventh Street, Suite 2200

**Address Line 2:** Faegre Drinker Biddle & Reath LLP

**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	410505.591
<b>NAME OF SUBMITTER:</b>	Sarah M. House
<b>SIGNATURE:</b>	/Sarah M House/
<b>DATE SIGNED:</b>	01/19/2021

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of January 12, 2021, is made by and between Target Brands, Inc., a Minnesota corporation (“Assignor”) with a principal address of 1000 Nicollet Mall, Minneapolis, Minnesota 55403, U.S.A, and Dermstore LLC, a Minnesota limited liability company with a principal address of 1960 East Grand Avenue, 6<sup>th</sup> Floor, El Segundo, California 90245, U.S.A. (“Assignee”).

WHEREAS, Assignor owns the trademarks, service marks and trade names, whether registered or unregistered, and the domain names and social media accounts listed in Schedule A hereto (collectively, the “Intellectual Property”) that are used in the business of Assignee pursuant to that certain License Agreement between Assignor and Assignee dated as of October 2, 2013 (the “License Agreement”);

WHEREAS, Assignor and Assignee intend to terminate the License Agreement and, in connection with such termination and a restructuring of certain assets used in Assignee’s business (including the Intellectual Property), Assignor desires to convey, transfer, assign and deliver to Assignee all of Assignor’s right, title and interest in, to and under the Intellectual Property; and

WHEREAS, Assignee is desirous to obtain all of Assignor’s right, title and interest in, to and under the Intellectual Property.

NOW, THEREFORE, on the terms and subject to the conditions of this Agreement, for consideration of ten dollars (US\$10) and for other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and its successors and assigns all of Assignor’s right, title and interest in and to the Intellectual Property (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Intellectual Property), including any and all applications and registrations therefor, together with all goodwill associated therewith and symbolized thereby in each case, and (i) all common law rights associated therewith, (ii) all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing, (iii) all claims, causes of action and enforcement rights, whether currently pending or filed, or otherwise, with respect to the Intellectual Property, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Intellectual Property, and (iv) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing throughout the world.

2. Assignor hereby covenants and agrees that, at any time and from time to time upon the written request of Assignee, Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Assignee in order to assign, transfer, set over, convey, assure and confirm unto and vest in Assignee, its successors and assigns, title to the Intellectual Property and any other assets sold, conveyed and transferred by this Agreement throughout the world, which shall include, without limitation, (i) execution of powers of attorney or such other documents as may be required by the United States Patent and Trademark Office and other trademark and similar governmental authorities throughout the world to record the assignment of the Intellectual Property from Assignor to Assignee, and (ii) all such other steps and actions as may be required by the applicable domain name registrar(s) to effectuate and/or record the assignment and transfer of the domain names included in the Intellectual Property from Assignor to Assignee with such registrar(s), including by providing, or causing the applicable registrar(s) to provide, any applicable authorization codes or unlock codes. If Assignee is unable, after reasonable effort, to secure Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of patent, trademark, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by Assignor.

3. Assignor represents and warrants that it has the power and authority to execute and deliver this Agreement and carry out the obligations hereunder.

4. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. This Agreement may be executed on signature pages exchanged by facsimile or other electronic means, in which event each party shall promptly deliver to the others such number of original copies as the others may reasonably request.

*[Signature Page Follows]*

**INTELLECTUAL PROPERTY  
ASSIGNMENT AGREEMENT**

**EXECUTION VERSION**

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

**ASSIGNOR:**

**TARGET BRANDS, INC.**

By: 

Name: Stephen C. Lee

Title: Vice President

**INTELLECTUAL PROPERTY  
ASSIGNMENT AGREEMENT**

**EXECUTION VERSION**

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

**ASSIGNEE:**

**DERMSTORE LLC**

By: Patrice A. Varni

Name: Patrice A. Varni

Title: President

**Schedule A**

**Trademark Registrations and Trademark Applications:**

<b>Country</b>	<b>Mark</b>	<b>Application Number</b>	<b>Filed Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
United States	DERMSTORE	78/246,675	2003-05-07	2,828,064	2004-03-30
Hong Kong	DERMSTORE	300173024	2004-03-08	300173024	2004-03-08
Taiwan	DERMSTORE	93010417	2004-03-11	1132519	2004-12-16
Canada	DERMSTORE	1210011	2004-03-17	TMA634915	2005-03-10
International	DERMSTORE	825983	2004-03-26	825983	2004-03-26
Australia	DERMSTORE	825983	2004-03-26	825983	2004-03-26
Benelux	DERMSTORE	825983	2004-03-26	825983	2004-03-26
Denmark	DERMSTORE	825983	2004-03-26	825983	2004-03-26
Russian Federation	DERMSTORE	825983	2004-03-26	825983	2004-03-26
Singapore	DERMSTORE	825983	2004-03-26	825983	2004-03-26
Switzerland	DERMSTORE	825983	2004-03-26	825983	2004-03-26
United Kingdom	DERMSTORE	825983	2004-03-26	825983	2004-03-26
European Union	DERMSTORE	3836781	2004-05-14	3836781	2005-08-03
United States	GLOW	78/550,830	2005-01-20	3,131,102	2006-08-15
United States	DELIVERING BEAUTY	78/554,565	2005-01-26	3,122,009	2006-07-25
United Kingdom	REDPOINT	2384598	2005-02-16	2384598	2005-07-29
Brazil	DERMSTORE	829144650	2007-04-24	829144650	2010-11-30
United States	GET YOUR BEAUTYFIX	77/335,162	2007-11-21	3,522,216	2008-10-21
United States	BEAUTY FIX	77/375,632	2008-01-18	3,538,407	2008-11-25
United States	BEAUTY FIX (Stylized)	77/512,963	2008-07-01	4,035,322	2011-10-04

<b>Country</b>	<b>Mark</b>	<b>Application Number</b>	<b>Filed Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
United States	SMARTLASH	77/872,000	2009-11-13	4,063,894	2011-11-29
United States	HAIR ENVY	85/760,441	2012-10-22	4,872,580	2015-12-22
United States	SMARTFX	85/899,534	2013-04-09	4,539,872	2014-05-27
European Union	HAIR ENVY	11727864	2013-04-10	11727864	2013-09-05
Canada	HAIR ENVY	1622029	2013-04-10	TMA937710	2016-05-12
Canada	SMARTFX	1622031	2013-04-10	TMA1049594	2019-08-16
Canada	A CURATED COLLECTION OF COSMETICS	1623254	2013-04-19	TMA882652	2014-07-23
Canada	BEAUTY STARTS AT THE ROOT	1623255	2013-04-19	TMA882650	2014-07-23
Canada	YOUR PRESCRIPTION FOR ALL THINGS SKIN AND BEAUTY	1623256	2013-04-19	TMA882651	2014-07-23
European Union	BEAUTY STARTS AT THE ROOT	11758621	2013-04-22	011758621	2013-11-04
European Union	BLUSH	11758299	2013-04-22	11758299	2014-03-24
United States	MEDICELL LABS	85/934,516	2013-05-16	4,860,141	2015-11-24
United States	BB & Square Design	85/961,995	2013-06-17	4,696,661	2015-03-03
European Union	SMARTBROW	11938776	2013-06-27	011938776	2013-11-19
Canada	SMARTBROW	1632892	2013-06-27	TMA1032532	2019-06-26
United States	ASHFORD & CO.	86/028,849	2013-08-05	4,795,790	2015-08-18
United States	FOLLIMEDICA	86/028,853	2013-08-05	4,786,414	2015-08-04
Canada	MEDICELL LABS	1652185	2013-11-15	TMA1063178	2019-11-14



<b>Country</b>	<b>Mark</b>	<b>Application Number</b>	<b>Filed Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Canada	FOLLIMEDICA	1662598	2014-02-05	TMA1046849	2019-08-05
United States	DERMSTORE & Design (horizontal lockup)	87/233,277	2016-11-10	5,195,747	2017-05-02
Canada	DERMSTORE & Design (horizontal lockup)	1836014	2017-05-04	TMA1076876	2020-04-16
Canada	DERMSTORE & Design (horizontal lockup)	1836013	2017-05-04	TMA1076874	2020-04-16
Mexico	DERMSTORE & Design (horizontal lockup)	1888049	2017-05-09	1790750	2017-08-25
Mexico	DERMSTORE & Design (horizontal lockup)	1888047	2017-05-09	1859075	2018-03-13
Mexico	DERMSTORE & Design (horizontal lockup)	1888046	2017-05-09	1843445	2018-02-09
Mexico	DERMSTORE & Design (horizontal lockup)	1888045	2017-05-09	1783777	2017-08-04
Mexico	DERMSTORE & Design (horizontal lockup)	1888044	2017-05-09	1783776	2017-08-04
Mexico	DERMSTORE & Design (horizontal lockup)	1888041	2017-05-09	1790749	2017-08-25
Mexico	DERMSTORE & Design (horizontal lockup)	1888038	2017-05-09	1783772	2017-08-04
Mexico	DERMSTORE & Design (horizontal lockup)	1888042	2017-05-09	1783775	2017-08-04
Canada	SMARTFX	1955227	2019-04-03		
United States	D (Stylized)	88/582,393	2019-08-16	6,007,515	2020-03-10
United States	D DERMSTORE (Stylized) (Horizontal)	88/582,394	2019-08-16	6,007,516	2020-03-10

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<b>Country</b>	<b>Mark</b>	<b>Application Number</b>	<b>Filed Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
United States	PROSTIGE	88/737,746	2019-12-23		
United States	PROSTIGE	88/737,741	2019-12-23		
United States	PROSTIGE	88/737,738	2019-12-23		
United States	PROSTIGE	88/737,733	2019-12-23		
Canada	D (Stylized)	2011940	2020-02-14		
Canada	D DERMSTORE (Stylized) (Horizontal)	2011939	2020-02-14		
United States	D (Stylized)	88/850,298	2020-03-27		
United States	DERMSTORE	88/850,308	2020-03-27		
United States	DERMSTORE	88/850,342	2020-03-27		
United States	D DERMSTORE (Stylized) (Vertical)	88/852,253	2020-03-30		
United States	BEAUTYFIX	90/105,866	2020-08-11		
United States	DERMSTORE	90/106,313	2020-08-11		
United States	D (Stylized)	90/106,316	2020-08-11		
United States	D DERMSTORE (Stylized) (Vertical)	90/106,317	2020-08-11		