

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789642

| | | | |
|-----------------------------------|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BLISS PRODUCTS HOLDINGS, LLC | | 01/11/2023 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | BLISS TRADEMARK HOLDINGS, LLC | | |
| Street Address: | 42 West 39th Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 61 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3531706 | BETWEENY | |
| Registration Number: | 3011661 | BLISS | |
| Registration Number: | 3337598 | BLISS | |
| Registration Number: | 2913434 | BLISS | |
| Registration Number: | 5213785 | BLISS | |
| Registration Number: | 4779741 | BLISS | |
| Registration Number: | 4543707 | BLISS | |
| Registration Number: | 2116892 | BLISS | |
| Registration Number: | 5214465 | BLISS | |
| Registration Number: | 3324627 | BLISS | |
| Registration Number: | 6762502 | BLISS PRO | |
| Registration Number: | 3431915 | BLISSAGE | |
| Registration Number: | 6342654 | BLOCK STAR | |
| Registration Number: | 6176208 | BRIGHT IDEA | |
| Registration Number: | 5515135 | BUMP ATTENDANT | |
| Registration Number: | 6240902 | CLARITY 5 COMPLEX | |
| Registration Number: | 6181407 | CLEAR GENIUS | |
| Registration Number: | 6695817 | COMPLETE-EYE | |
| Registration Number: | 6630519 | DISAPPEARING ACT | |

CH \$1540.00 3531706

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 5515137 | DRENCH & QUENCH |
| Registration Number: | 4460176 | EX-'GLOW'-SION |
| Registration Number: | 5591360 | EYE DO ALL THINGS |
| Registration Number: | 5711488 | EYE GOT THIS |
| Registration Number: | 5041579 | FABGIRL |
| Registration Number: | 5200230 | FABGIRLSLIM |
| Registration Number: | 6241947 | FABULIPS |
| Registration Number: | 3886741 | FOOT PATROL |
| Registration Number: | 2963558 | HOMME IMPROVEMENT |
| Registration Number: | 5576949 | IN THE HONEY |
| Registration Number: | 4239333 | INCREDI-PEEL! |
| Registration Number: | 5515266 | JELLY GLOW BALL |
| Registration Number: | 3398106 | LABORATIORE RÈMEDE |
| Registration Number: | 5651389 | MASK FOR MORE |
| Registration Number: | 5667575 | MASKING MANIA |
| Registration Number: | 4553246 | MICRO MAGIC |
| Registration Number: | 6755931 | MIGHTY BIOME |
| Registration Number: | 5576765 | MIGHTY MARSHMALLOW |
| Registration Number: | 5729554 | MINT CHIP MANIA |
| Registration Number: | 5591844 | NO DULL DAYS |
| Registration Number: | 5588072 | OH MY GOMMAGE |
| Registration Number: | 5557015 | OH, THAT'S RICH |
| Registration Number: | 2245159 | POETIC WAXING |
| Registration Number: | 5753154 | PORE PATROL |
| Registration Number: | 6630553 | PORE VANISH |
| Registration Number: | 6640760 | PREVENT-4 |
| Registration Number: | 6818320 | PRO 3 |
| Registration Number: | 2897542 | QUICKBLISS |
| Registration Number: | 3426764 | REMEDE |
| Registration Number: | 3563086 | R E M È D E SPA |
| Registration Number: | 5729699 | ROSE GOLD RESCUE |
| Registration Number: | 6791081 | SKIN-MERGENCY |
| Registration Number: | 6488189 | SPA WONDERS |
| Registration Number: | 6176207 | STAY-CAY GLOW |
| Registration Number: | 3085456 | STEEP CLEAN |
| Registration Number: | 2742226 | STEEP CLEAN |
| Registration Number: | 5651111 | THE REAL PEEL |
| Registration Number: | 3292357 | THE YOUTH AS WE KNOW IT |

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 6673183 | VITA-SHEA BLEND |
| Registration Number: | 6648172 | WELL YES! |
| Registration Number: | 5515136 | WHAT A MELON |
| Registration Number: | 6503882 | YOUTH GOT THIS |

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: 212-813-5900

Email: anicolescu@fzlz.com

Correspondent Name: Allison Strickland Ricketts

Address Line 1: Fross Zelnick Lehrman & Zissu, P.C.

Address Line 2: 151 West 42nd Street, 17th Floor

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: BLST 2302967

NAME OF SUBMITTER: Anca Nicolescu

SIGNATURE: /ancanicolescu/

DATE SIGNED: 02/24/2023

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) is made as of this 11th day of January, 2023 (the “Effective Date”), by and between BLISS PRODUCTS HOLDINGS, LLC, a Florida limited liability company having its principal place of business at 145 S. Fairfax Avenue, Suite 400, Los Angeles, CA 90036 (the “*Assignor*”), and BLISS TRADEMARK HOLDINGS, LLC a Delaware limited liability Company having a principal place of business at 42 West 39th Street, New York, New York 10018 (the “*Assignee*”).

WITNESSETH:

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks, trade dress and trade names owned or used by Assignor in connection with its business including the registered trademarks and pending applications in the United States, as well as trademarks registered and pending applications outside of the United States, as set forth on the attached Schedule A (the “*Assigned Trademarks*”);

WHEREAS, Assignee and Assignor are parties to that certain Trademark Purchase Agreement dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which, among other things, Assignor has agreed to assign, transfer and deliver to Assignee, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including all common law rights therein, together with the goodwill of the business that is connected and/or associated with the use of, and symbolized by the Assigned Trademarks; and

WHEREAS, this Assignment is being executed and delivered at the Closing pursuant to the Purchase Agreement;

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby contributes, sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor’s entire right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Assigned Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

1. Use of Assigned Trademarks. Assignor, as of the Effective Date, agrees to cease using the Assigned Trademarks, except as may specifically be provided in a separate license agreement (if any) from time to time, and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

2. Further Assurances. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest good title to the Trademarks to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.

3. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Purchase Agreement, including, without limitation, to execute and deliver all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

4. Purchase Agreement. This Assignment is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of Assignor or Assignee under the Purchase Agreement. Nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, exceptions, disclosures, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

5. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor and Assignee.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

8. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

9. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, to be executed in their respective names by their duly authorized representatives as of the date first set forth above.

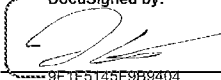
ASSIGNOR:

BLISS PRODUCTS HOLDINGS, LLC

By:  DocuSigned by:
1460F63E72C64B7...
Name: Ralph Azrak
Title: Manager

ASSIGNEE:

BLISS TRADEMARK HOLDINGS, LLC

By:  DocuSigned by:
9F1F5125F9B9404...
Name: Joseph Shamah
Title: Authorized Person

[Signature page to Trademark Assignment]

Schedule A

Assigned Trademarks

UNITED STATES TRADEMARKS – Registrations and Applications

| TRADEMARK | APP. NO. | APP. DATE | REG. NO. | REG. DATE | CLASSES |
|----------------------------------|------------|-------------|----------|-------------|-----------------|
| Registrations | | | | | |
| BETWEENY | 77/129,899 | Mar-13-2007 | 3531706 | Nov-11-2008 | 44 |
| BLISS | 75/425,323 | Jan-29-1998 | 3011661 | Nov-1-2005 | 3 |
| BLISS | 75/629,340 | Jan-28-1999 | 3337598 | Nov-20-2007 | 3 |
| BLISS | 75/983,510 | Jan-29-1998 | 2913434 | Dec-21-2004 | 3 |
| BLISS | 87/213,316 | Oct-24-2016 | 5213785 | May-30-2017 | 3 |
| BLISS | 85/633,355 | May-23-2012 | 4779741 | Jul-28-2015 | 18 |
| BLISS | 78/275,387 | Jul-17-2003 | 4543707 | Jun-3-2014 | 35 |
| BLISS | 75/097,010 | May-1-1996 | 2116892 | Nov-25-1997 | 44 |
| BLISS | 86/512,978 | Jan-23-2015 | 5214465 | May-30-2017 | 3, 8, 18, 21 |
| bliss & Design (in color) | 78/954,155 | Aug-17-2006 | 3324627 | Oct-30-2007 | 3 |
| BLISS PRO Stylized | 90/805,759 | Jul-1-2021 | 6762502 | Jun-14-2022 | 3 |
| BLISSAGE | 77/031,867 | Oct-30-2006 | 3431915 | May-20-2008 | 44 |
| BLOCK STAR | 88/665,991 | Oct-23-2019 | 6342654 | May-4-2021 | 3 |
| BRIGHT IDEA | 88/517,139 | Jul-16-2019 | 6176208 | Oct-13-2020 | 3 |
| BUMP ATTENDANT | 87/465,953 | May-26-2017 | 5515135 | Jul-10-2018 | 3 |
| CLARITY 5 COMPLEX | 88639191 | Oct-2-2019 | 6240902 | Jan-5-2021 | 3 |
| CLEAR GENIUS | 88624757 | Sep-20-2019 | 6181407 | Oct-20-2020 | 3 |
| COMPLETE-EYE | 90/651,350 | Apr-16-2021 | 6695817 | Apr-5-2022 | 3 |
| DISAPPEARING ACT | 90/476,564 | Jan-20-2021 | 6630519 | Jan-25-2022 | 3 |
| DRENCH & QUENCH | 87/466,014 | May-26-2017 | 5515137 | Jul-10-2018 | 3 |
| ex-'glow'-sion | 85847468 | Feb-12-2013 | 4460176 | Dec-31-2013 | 3 |
| EYE DO ALL THINGS | 87/542,301 | Jul-25-2017 | 5591360 | Oct-23-2018 | 3 |
| EYE GOT THIS | 87/915,475 | May-10-2018 | 5711488 | Mar-26-2019 | 3 |
| FABGIRL | 86/241,688 | Apr-3-2014 | 5041579 | Sep-13-2016 | 3 |
| FABGIRLSLIM | 86/241,657 | Apr-3-2014 | 5200230 | May-9-2017 | 3 |
| FABULIPS | 85984386 | Feb-28-2011 | 6241947 | Feb-12-2013 | 3 |
| FABULIPS | 85/253,042 | Feb-28-2011 | 4289564 | Feb-12-2013 | 44 |
| FOOT PATROL | 77/494,036 | Jun-9-2008 | 3886741 | Dec-7-2010 | 44 |
| homme improvement | 78/326,752 | Nov-12-2003 | 2963558 | Jun-21-2005 | 44 |
| IN THE HONEY | 87/542,381 | Jul-25-2017 | 5576949 | Oct-2-2018 | 3 |
| incredi-peel! | 85/574,178 | Mar-20-2012 | 4239333 | Nov-6-2012 | 3 |
| JELLY GLOW BALL | 87/523,982 | Jul-11-2017 | 5515266 | Jul-10-2018 | 3 |
| LABORATOIRE REMEDE (STYLIZED) | 77/231,981 | Jul-17-2007 | 3398106 | Mar-18-2008 | 3 |
| MASK FOR MORE | 87/815,967 | Mar-1-2018 | 5651389 | Jan-8-2019 | 3 |
| MASKING MANIA | 87/884,875 | Apr-19-2018 | 5667575 | Jan-29-2019 | 3 |
| micro magic | 86/014,311 | Jul-18-2013 | 4553246 | Jun-17-2014 | 3 |
| MIGHTY BIOME | 90/696,922 | May-7-2021 | 6755931 | Jun-7-2022 | 3 |
| MIGHTY MARSHMALLOW | 87/466,005 | May-26-2017 | 5576765 | Oct-2-2018 | 3 |
| MINT CHIP MANIA | 87/854,915 | Mar-29-2018 | 5729554 | Apr-16-2019 | 3 |
| NO DULL DAYS | 87/740,411 | Jan-2-2018 | 5591844 | Oct-23-2018 | 3 |

| TRADEMARK | APP. NO. | APP. DATE | REG. NO. | REG. DATE | CLASSES |
|-------------------------|------------|-------------|----------|-------------|---------|
| OH MY GOMMAGE | 87/740,462 | Jan-2-2018 | 5588072 | Oct-16-2018 | 3 |
| OH, THAT'S RICH | 87/648,563 | Oct-17-2017 | 5557015 | Sep-4-2018 | 3 |
| POETIC WAXING | 75/403,867 | Dec-11-1997 | 2245159 | May-11-1999 | 3 |
| PORE PATROL | 87/957,131 | Jun-11-2018 | 5753154 | May-14-2019 | 3 |
| PORE VANISH | 90/526,428 | Feb-12-2021 | 6630553 | Jan-25-2022 | 3 |
| PREVENT-4 | 90254752 | Oct-14-2020 | 6640760 | Feb-8-2022 | 3 |
| PRO 3 | 90/814,623 | Jul-7-2021 | 6818320 | Aug-16-2022 | 3 |
| QUICKBLISS | 75/905,915 | Jan-31-2000 | 2897542 | Oct-26-2004 | 42 |
| REMEDE | 78/427,187 | May-28-2004 | 3426764 | May-13-2008 | 44 |
| REMEDE SPA (STYLIZED) | 77/223,157 | Jul-6-2007 | 3563086 | Jan-20-2009 | 44 |
| ROSE GOLD RESCUE | 87/903,644 | May-2-2018 | 5729699 | Apr-16-2019 | 3 |
| SKIN-MERGENCY | 90/552,594 | Mar-1-2021 | 6791081 | Jul-12-2022 | 3 |
| SPA WONDERS | 90274618 | Oct-23-2020 | 6488189 | Sep-14-2021 | 3 |
| STAY-CAY GLOW | 88/517,116 | Jul-16-2019 | 6176207 | Oct-13-2020 | 3 |
| STEEP CLEAN | 78/630,241 | May-16-2005 | 3085456 | Apr-25-2006 | 3 |
| STEEP CLEAN | 75/540,344 | Aug-21-1998 | 2742226 | Jul-29-2003 | 42 |
| THE REAL PEEL | 87/727,816 | Dec-20-2017 | 5651111 | Jan-8-2019 | 3 |
| THE YOUTH AS WE KNOW IT | 78/953,340 | Aug-16-2006 | 3292357 | Sep-11-2007 | 3 |
| VITA-SHEA BLEND | 90/086,327 | Jul-31-2020 | 6673183 | Mar-15-2022 | 3 |
| WELL YES! | 90351161 | Dec-1-2020 | 6648172 | Feb-15-2022 | 3 |
| WHAT A MELON | 87/465,970 | May-26-2017 | 5515136 | Jul-10-2018 | 3 |
| YOUTH GOT THIS | 90127036 | Aug-20-2020 | 6503882 | Sep-28-2021 | 3 |