

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PEP INNOVATIONS, INC.	06/02/2015
RECEIVING PARTY DATA	
Name:	FIRST AMENDED AND RESTATED SIMONIAN TRUST
Street Address:	36 LUPARI
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13776147
CORRESPONDENCE DATA	
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<i>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.</i>	
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Address Line 2:	SUITE 204
Address Line 4:	VALENCIA, CALIFORNIA 91355
ATTORNEY DOCKET NUMBER:	11-10028
NAME OF SUBMITTER:	DAVID L. HOFFMAN
SIGNATURE:	/DAVID L. HOFFMAN/
DATE SIGNED:	06/02/2015
Total Attachments: 1	
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ASSIGNMENT

WHEREAS, PEP INNOVATIONS, INC., a Nevada Corporation having an address of 3595 S. Town Center Drive, Suite 102, Las Vegas, Nevada 89135 (“**ASSIGNOR**”) is the owner of certain new and useful improvements disclosed in the following patent applications and related intellectual property and other property (“**Said Intellectual Property and Assets**”):

- 1) Application for United States Letters Patent entitled: MASCARA APPLICATOR SYSTEM (also known as MAKEUP APPLICATOR), Serial No. 13776147, filed 2/23/2013, corresponding to Attorney Docket Nos. 11-10028 and 11-10098; and
- 2) Application for United States Letters Patent entitled: MASCARA APPLICATOR SYSTEM, Serial No. 14380927, filed 8/25/2014, corresponding to Attorney Docket No. 11-10028-US; and
- 3) Any foreign or related applications thereto, including US Provisional Patent Application Serial No. 61/602551 and any right to priority therefrom, and any PCT application and any right to priority therefrom, and any and all domain names, software, web sites, trademark, copyright and/or other intellectual property and/or assets related to the mascara applicator, and any goodwill associated with any trademarks,

AND WHEREAS the trust known as the following: First Amended and Restated Simonian Trust Agreement, dated September 27, 2011 (hereafter, together with any successors, legal representatives or assigns thereof, called “**ASSIGNEE**”) wants to acquire the entire right, title and interest in and to Said Intellectual Property and Related Assets,

NOW, THEREFORE, in consideration of good and valuable consideration, including \$1.00, the receipt of which is hereby acknowledged, **ASSIGNOR** has sold, assigned, and transferred and set over, and do hereby sell, assign, transfer and set over to **ASSIGNEE** the entire right, title and interest in and to Said Intellectual Property and Related Assets and with respect to said two U.S. applications and the invention(s) embodied therein, all divisions and continuations thereof, including any further improvements related to the subject matter of said application, whether or not characterized as a continuation-in-part application, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor’s certificates, and the like) heretofore or hereafter filed for said improvements and further improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements and further improvements in any foreign countries; and hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements and further improvements to **ASSIGNEE** in accordance with the terms of this Assignment,

AND ASSIGNEE HEREBY covenants and agrees that it will communicate to **ASSIGNEE** any facts known respecting said improvements and further improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute and reissue applications, and any other applications directed to said improvements and any further developments make all rightful oaths and generally do everything possible to aid **ASSIGNEE** to obtain and enforce proper patent protection for said improvements and further improvements in all countries.

IN WITNESS WHEREOF, PEP INNOVATIONS, INC. has executed this assignment on the date set forth below

PEP INNOVATIONS, INC. (ASSIGNOR)

By: Christopher H. Y. Simonian, President & CEO

Dated: June 2, 2015