

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4421971

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
HOLDING COMPANY I, INC.	09/01/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	L'OREAL USA CREATIVE, INC.
<b>Street Address:</b>	10 HUDSON YARDS
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10001

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	29551233

**CORRESPONDENCE DATA****Fax Number:** (216)621-6165*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:** 2166211113**Email:** ryetzer@rennerotto.com**Correspondent Name:** NICHOLAS J. GINGO**Address Line 1:** 1621 EUCLID AVENUE**Address Line 2:** NINETEENTH FLOOR**Address Line 4:** CLEVELAND, OHIO 44115

<b>ATTORNEY DOCKET NUMBER:</b>	KERJP0103US
<b>NAME OF SUBMITTER:</b>	NICHOLAS J. GINGO
<b>SIGNATURE:</b>	/Nicholas J. Gingo/
<b>DATE SIGNED:</b>	05/19/2017

**Total Attachments: 4**

source=IP Assignment 4 - Holding Company I to L'Oreal USA Creative#page1.tif  
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source=IP Assignment 4 - Holding Company I to L'Oreal USA Creative#page4.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and executed effective as of September 1, 2016 by Holding Company I, Inc., a Delaware corporation ("Assignor"), in favor of L'Oréal USA Creative, 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, L'Oréal USA, Inc. ("L'Oréal USA"), L'Oréal USA Products, Inc., and L'Oréal USA S/D, Inc. have entered into that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, Assignor agreed to contribute, assign and transfer certain U.S. intellectual property assets previously held by IT Cosmetics Operating Company, LLC, a Delaware limited liability company ("IT Cosmetics").

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

1. Transfer of Trademarks. Assignor hereby assigns to Assignee and its successors all of Assignor's right, title and interest in and to the trademarks held by IT Cosmetics immediately prior to the merger of IT Cosmetics with and into L'Oréal USA (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 including the right to commence an action and recover for past, present and future infringement of such trademarks.

2. Transfer of Domain Names. Assignor hereby assigns to Assignee and its successors all of Assignor's right, title and interest in and to any and all domain names held by IT Cosmetics immediately prior to the merger of IT Cosmetics with and into L'Oréal USA (including those set forth on Exhibit A).

3. Transfer of Patents and Other Intellectual Property and Related Assets. Assignor hereby assigns to Assignee and its successors all of Assignor's right, title and interest in and to any and all U.S. intellectual property and related assets held by IT Cosmetics immediately prior to the merger of IT Cosmetics with and into L'Oréal USA, including any and all patents and patent applications and assets set forth on Exhibit A.

4. Exclusions. For the avoidance of doubt, the intellectual property and related assets assigned pursuant to Sections 1-3 above do not include certain intellectual property and related assets which were sold to L'Oréal, SA ("L'Oréal, SA") pursuant to that certain Purchase Agreement, dated as of September 1, 2016 entered into by and between L'Oréal USA and L'Oréal, SA.

5. 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 and Copyright Office.

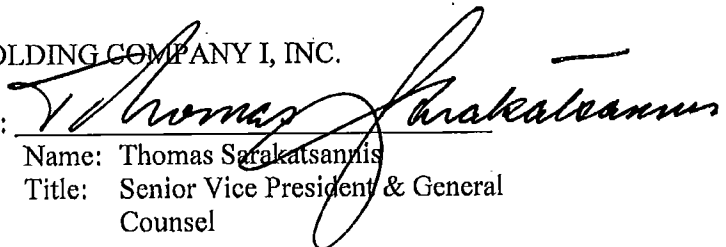
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of September  
1<sup>st</sup>, 2016.

ASSIGNOR

HOLDING COMPANY I, INC.

By:



Name: Thomas Sarakatsannis

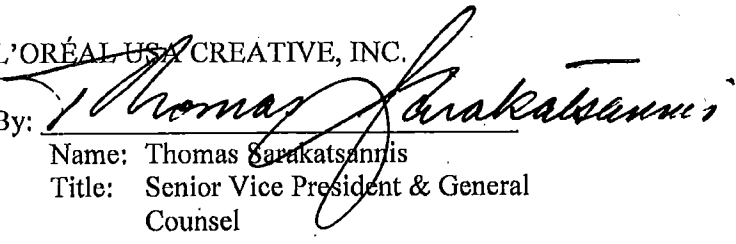
Title: Senior Vice President & General  
Counsel

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

PATENT  
REEL: 042433 FRAME: 0129

ASSIGNEE

L'ORÉAL USA CREATIVE, INC.

By: 

Name: Thomas Sarakatsannis  
Title: Senior Vice President & General  
Counsel

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