

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5146950

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MS. ANASTASIA SOARE	08/10/2018
RECEIVING PARTY DATA	
Name:	ANASTASIA BEVERLY HILLS, LLC
Street Address:	10635 SANTA MONICA BLVD.
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025
PROPERTY NUMBERS Total: 17	
Property Type	Number
Application Number:	11840986
Patent Number:	8015981
Patent Number:	8342190
Patent Number:	8505552
Patent Number:	8763614
Patent Number:	8881740
Patent Number:	8997757
Patent Number:	9210989
Patent Number:	9232847
Patent Number:	9204702
Patent Number:	9760762
Application Number:	14928286
Application Number:	15595978
Application Number:	62074511
PCT Number:	US2014051885
PCT Number:	US2015058340
PCT Number:	US2015058359
CORRESPONDENCE DATA	
Fax Number:	(312)862-2200
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: ROB SONESON
Address Line 1: 300 N LASALLE
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	43609-1-RFS
NAME OF SUBMITTER:	ROB SONESON
SIGNATURE:	/rsoneson/
DATE SIGNED:	09/18/2018

Total Attachments: 20

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IP ASSIGNMENT AND NAME RIGHTS AGREEMENT

This IP ASSIGNMENT AND NAME RIGHTS AGREEMENT ("Agreement") is entered into as of the 10th day of August, 2018 (the "Effective Date") by and between Anastasia Soare ("Ms. Soare") and Anastasia Beverly Hills, LLC, a Delaware limited liability company (collectively with its subsidiaries and its and their respective predecessors and successors, the "Company"). Ms. Soare, on the one hand, and the Company, on the other hand, are referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Ms. Soare is a founder, CEO, indirect owner, and employee of the Company;

WHEREAS, the Company currently engages in, or in the future may engage in, the Company Business (defined below), under the Company Branding (defined below);

WHEREAS, in the course of the Company Business the Company has engaged in the past and will continue to engage in the future in worldwide commerce under domain names, advertising, marketing, trade names, trademarks, trade dress, service marks, logo marks, and other branding materials and designations of origin that incorporate, in whole or in part, Ms. Soare's name, likeness, or other features identifiable with Ms. Soare (collectively "Company Branding"), including, without limitation: (i) the term "Anastasia Soare;" (ii) "Anastasia;" (iii) "Anastasia Beverly Hills," "ABH," "Anastasia Soare Company," and "ASC;" or (iv) any elements, derivatives, alternate spellings, misspellings, or abbreviations thereof (each individually an "AS Name" and collectively the "AS Names");

WHEREAS, Ms. Soare has previously consented to the Company's use of Company Branding and the Recognizable Features and Materials (as defined below), to the Company's registration of certain Company Branding and to the use in connection with the Company Business of: (i) the signature or voice of Ms. Soare when used to promote or identify the Company Business; (ii) the image or likeness of Ms. Soare when used to promote or identify the Company Business; (iii) Ms. Soare's biography or personal history when used to promote or identify the Company Business; (iv) Ms. Soare's distinctive designs or design style used for the Company Business; (v) all goodwill related to the Company Business and Company branding that is attributable to Ms. Soare or Ms. Soare's likeness; and (vi) all other materials, conduct, facts and features recognizable to or identifiable with in whole or in part Ms. Soare, whether now existing or created in the future while she is employed by, or serving as a manager, director or officer of the Company Group (as defined in the Employment Agreement), and directly related to the Company Business, and the goodwill associated with the foregoing (collectively, the "Recognizable Features and Materials");

WHEREAS, the Company owns registered trademarks incorporating the AS Names and Recognizable Features and Materials;

WHEREAS, Ms. Soare, through her activities as founder, CEO, indirect owner, and employee of the Company has developed the Assigned Intellectual Property (as defined below), the economic rights of which have been held by the Company;

WHEREAS, Ms. Soare and the Company are parties to that Employment Agreement, dated June 19, 2018 (the "Employment Agreement"), pursuant to which Ms. Soare serves as a senior executive of the Company;

WHEREAS, in connection with the anticipated issuance of units in the Company to one or more third parties, and to induce such parties to engage in such transaction, the Company and Ms. Soare wish to make an assignment to the Company or a subsidiary of all right, title, and interest in and to the Company Branding, those work materials related to the Company Branding, and the Assigned Intellectual Property, and to otherwise establish the Company or a subsidiary as the sole and exclusive owner of the Company Branding and the Assigned Intellectual Property, including, without limitation, all Company Branding incorporating Recognizable Features and Materials.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Rights. Ms. Soare hereby irrevocably assigns, sells, transfers, and conveys to the Company all worldwide rights, title, and interest in and to the Company Branding, including Company Branding created, developed, or that comes into existence in the future while Ms. Soare is employed by, or serving as a manager, director or officer of the Company Group (as defined in the Employment Agreement), including Company Branding that incorporates Recognizable Features and Materials along with all goodwill associated therewith, all proceeds therefrom and all administrative rights relating thereto, including, without limitation, the right to prosecute existing or new trademark registration applications for goods and services and to oppose or seek to cancel third party registrations, and all choses-in-action pertaining thereto, including, without limitation, the right to bring an action at law or in equity for any infringement, dilution or violation of any rights related to the Company Branding, and to collect all damages, settlements, and proceeds relating to the Company Branding (the "Company Associated Rights"). In the event Ms. Soare has not previously assigned the Company Associated Rights to the Company, Ms. Soare will, and hereby does, irrevocably assign, sell, transfer, and convey any and all worldwide Company Associated Rights to the Company. Ms. Soare stipulates and covenants not to controvert in any forum that the Company has sole and exclusive ownership of the Company Branding and all of the goodwill associated therewith. Ms. Soare acknowledges that: (i) she does not have, and will not have, any rights to use the Company Branding except as otherwise allowed by the Permitted Activities as provided in Section 2; and (ii) any and all goodwill associated with the Company Branding will inure to and be owned solely and exclusively by the Company. The Company's sole ownership interest in the Company Branding is irrevocable and non-cancelable and may not be rescinded for any reason. Ms. Soare acknowledges that this paragraph is intended to confer upon the Company the broadest grant of rights possible under applicable law in the Company Branding.

2. Permitted Activities. Notwithstanding anything herein to the contrary, but without limiting the restrictions described in this Section 2 and Section 4 below, the foregoing assignment of rights in Section 1 above will not prohibit Ms. Soare from, and Ms. Soare hereby is granted by the Company and reserves for herself, her successors, assigns, and estate the exclusive and perpetual worldwide, right to, use her name, signature, voice, image, likeness,

biography, personal history, and personal name and variations thereof, and other materials, conduct, facts and features recognizable to or identifiable with in whole or in part Ms. Soare, in each case in, and only in, the field of the Permitted Activities (defined below) and, in any event, only: (i) in a manner that does not bring into disrepute, undermine, dilute, or diminish the Company Business or any Company Branding in any material respect; (ii) in a manner that is not reasonably likely to confusingly suggest any endorsement, sponsorship or other affiliation of those Permitted Activities carried out by Ms. Soare or her licensees under her personal name by or with the Company Business or Company Branding (unless the Company agrees to such affiliation, sponsorship or endorsement in advance in a separate written agreement); and (iii) to the extent Ms. Soare licenses others within the field of her Permitted Activities, such licenses must expire after a commercially reasonable term and incorporate reasonable restrictions consistent with this Agreement to ensure that the licensee does not engage in any activity other than Permitted Activities or that is reasonably likely to subject Ms. Soare's name or personal reputation to disrepute. Subject to the provisions of this Section 2 and Section 4 below, "Permitted Activities" means any business or activity that does not compete with or involve the Company Business. "Company Business" means the design, manufacture, development, distribution (through any channel or tier), advertising, marketing, or promotion of cosmetics or other beauty or personal care related goods and services. The rights reserved to Ms. Soare pursuant to this Section 2 are hereinafter referred to as the "Reserved Rights". The Company reserves all other rights to the Company Branding and Recognizable Features and Materials.

3. Estate Rights. In consideration of Ms. Soare's continuing employment by the Company, and the allowance of Ms. Soare's Permitted Activities during her lifetime, upon the death or permanent incapacity of Ms. Soare, Ms. Soare may assign the Reserved Rights to her successors, assigns, and/or estate: (i) for use solely in connection with Permitted Activities; and (ii) provided that her successors, assigns, and/or estate agree in writing to be bound by the restrictions of this Agreement, including, but not limited to Section 2 and Section 4. A copy of such writing shall be provided to the Company or its designee promptly after its execution.

4. Restrictions. Ms. Soare covenants and agrees that neither she nor her successors, assigns, or estate shall use or consent to the use of her Recognizable Features or Materials or the Reserved Rights in any manner that is Materially Detrimental (as defined below) to the Company Branding or Company Business. The Parties stipulate and agree that Ms. Soare is not responsible for any use of her Recognizable Features or Materials or Reserved Rights by individuals, third parties and other entities not legally controlled by Ms. Soare, her successors, assigns, or estate. "Materially Detrimental" means any use that is (i) prohibited under this Agreement, the Employment Agreement, or any other written agreement that Ms. Soare has entered into or may enter into with the Company; or (ii) that tarnishes, brings into disrepute or dilutes any Company Branding or Company Business in any material respect. In addition, Ms. Soare hereby stipulates and agrees that such activities are not within, and are expressly excluded from "Permitted Activities" as defined and used in this Agreement.

5. Assignment of Intellectual Property, Work Product & Personal Materials. As founder and as a senior executive of the Company, Ms. Soare has worked for the Company for many years. Ms. Soare hereby stipulates and agrees that all of her prior intellectual property and proprietary rights and work product that has been created by Ms. Soare prior to the Effective Date or that is in the future created by Ms. Soare during the period she is employed by, or serving as a manager,

director or officer of the Company Group (as defined in the Employment Agreement), and in the scope of her employment by or service to the Company Group, and that has been or will be used to promote or otherwise in connection with the Company Business was and hereby will be work-made-for-hire for the Company, and that the Company was, is, and will be, the sole and exclusive owner of all right, title and interest in and to such work product, including, without limitation, all worldwide intellectual property and proprietary rights (however denominated and whether or not registered) ownable or controllable by Ms. Soare that arise from or relate to such work product (collectively, the “Assigned Intellectual Property”). Without limiting the generality of the foregoing, the Assigned Intellectual Property includes, without limitation, rights arising from or in respect to the following, in each case that have been developed by or on behalf of Ms. Soare: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part, revisions, extensions, re-examinations or reissues thereof and patents issuing thereon, including, but not limited to, those set forth in Schedule A of Appendix A (Patent Assignment); (ii) all trademarks, service marks, trade names, service names, assumed names, brand names, trade dress rights, logos, corporate names and indicia of origin, together with all goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof; (iii) all Internet domain names and social media accounts and handles, including, but not limited to, those set forth on Appendix B (Domain Names); (iv) all works of authorship, copyrightable works, compositions, copyrights, and moral rights and registrations and applications therefor and works of authorship, together with all translations, adaptations, derivations, reversions, extensions and renewals thereof, including, but not limited to, those set forth on Schedule A of Appendix C (Copyright Assignment); (v) all rights in software (whether in source code or object code form), any documentation relating to such software, data, databases, database structures and information technology systems; (vi) all advertising and promotional materials; (vii) all rights in inventions (whether or not patentable), discoveries, developments, concepts and ideas that are used by the Company to a commercially reasonable extent while Ms. Soare is employed by, or serving as a manager, director or officer of the Company Group (as defined in the Employment Agreement), (whether or not patentable or copyrightable or constituting trade secrets), technology, trade secrets, know-how, specifications, algorithms, methods, processes, techniques, technical data, confidential business information, proprietary information, user lists, website statistics, formulas, designs, and registration and regulatory data and information; and/or (viii) any and all registrations, applications, renewals, extensions, continuations, recordings, licenses, common law rights, statutory rights, and contractual rights relating to any of the foregoing clauses (i) through (vii), and (ix) all rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing clauses (i) through (viii), including the right to receive all proceeds and damages therefrom. To the extent that, despite the intentions of the parties, Ms. Soare has retained any right, title or interest in or to any Assigned Intellectual Property, she will and hereby does convey, transfer and assign all her right, title and interest in and to any Assigned Intellectual Property to the Company, will execute the Patent Assignment and Copyright Assignment attached hereto and will in the future execute and enter into such additional commercial reasonable assignments, releases, and other agreements necessary to establish or perfect the Company’s ownership of the same. To the extent that specific materials (such as sketches, letters, designs, samples, presentation materials, books and records, accounts, and other materials) embodying or reflecting Ms. Soare’s work product directly related to the Company Business have not been previously delivered into the possession of the Company, Ms. Soare

covenants that she will, promptly following the execution hereof, deliver such materials to the Company, and, to the extent that any such materials are located at a personal premises of Ms. Soare, or otherwise (upon her death or incapacity) under the custody of the estate of Ms. Soare, the Company may request that such materials be transferred and delivered to the Company and Ms. Soare (or her estate, as applicable) will cooperate and make such transfer and will deliver such materials to the Company. Rights in Ms. Soare's future work product while she is employed by, or serving as a manager, director or officer of the Company Group (as defined in the Employment Agreement) will be governed by the Employment Agreement.

6. Cooperation. Each Party, at the request and expense of the other Party or their respective successors will execute all documents and provide such cooperation as may be reasonably requested by the other Party to confirm the other Party's rights. Without limiting the foregoing, from and after the Effective Date, Ms. Soare shall, without further consideration, take such action as the Company may reasonably request, and execute and deliver such instruments of transfer, conveyance, assignment, and assumption, as the Company may request to evidence and perfect the Company's ownership of the Assigned Intellectual Property. To the extent Ms. Soare cannot convey, transfer and assign the Assigned Intellectual Property, or any portion thereof, then Ms. Soare will assign and transfer all such Assigned Intellectual Property, or such portion thereof, to the Company at the first opportunity to do so. To the extent that any Assigned Intellectual Property cannot be assigned and transferred by Ms. Soare, then Ms. Soare hereby grants the Company an irrevocable, worldwide, fully-paid up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, use, sell, offer to sell, import, export, improve, reproduce, distribute, perform, display, transmit, manipulate in any manner, create derivative works based upon, and otherwise exploit or utilize in any manner the Assigned Intellectual Property.

7. Domain Names. The Parties hereby agree that the Company does and will exclusively own the existing domain names "anastasiabeverlyhills.com," each similar top-level and country-specific domain name thereof, and all other domain names incorporating any Company Branding or other Recognizable Features and Materials and any additional domain names acquired while Ms. Soare is employed by, or serving as a manager, director or officer of the Company Group (as defined in the Employment Agreement).

8. Security Interests. The Company will be permitted to grant a continuing first priority security interest in any or all of its rights under this Agreement to any lenders as the Company may have from time to time.

9. Tax Treatment. Notwithstanding anything to the contrary in this Agreement, for U.S. federal and applicable state and local income tax purposes, the transactions contemplated by this Agreement do not result in any transfer of ownership with respect to any intellectual property. Ms. Soare and the Company each acknowledge and agree that (i) neither she nor it nor any of her or its affiliates shall file any tax return in a manner that is inconsistent with this Section 9 or Section 11.5, except as otherwise finally determined by a taxing authority and (ii) prior to the date hereof, the Company owned all substantial rights to the Assigned Intellectual Property developed prior to the Effective Date, and the transactions contemplated hereby are intended only to harmonize the ownership of legal title with such rights.

10. Term. The term of this Agreement will commence on the Effective Date and will be irrevocable and perpetual.

11. Representations and Warranties. Ms. Soare hereby represents and warrants as follows:

11.1. she has full right to convey the entire interest herein assigned;

11.2. has not granted, to any third party any right, title or interest in or to the Assigned Intellectual Property;

11.3. upon execution of this Agreement, no other person or entity, other than the Company, will have any right, title or interest in or to the Assigned Intellectual Property;

11.4. she has not executed, and will not execute, any agreements inconsistent herewith; and

11.5. for U.S. federal and applicable state and local income tax purposes, at all times since any intellectual property described in Section 1, Section 7, or the Assigned Intellectual Property was developed or created, such Assigned Intellectual Property has been and is treated as being beneficially owned by the Company. For purposes of this Section 11.5, any reference to the Company includes such entity's successor.

12. Miscellaneous.

12.1. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of California, without reference to principles of conflict of laws. The Parties agree that all litigation arising from or relating to the Agreement will be prosecuted in any court of competent subject matter jurisdiction in the State of Delaware, and the Parties consent to the personal jurisdiction of such courts over them for such purpose, and stipulate to the convenience and fairness to proceeding in such courts.

12.2. Amendments. This Agreement may not be amended or modified except by a written agreement executed by Ms. Soare, on the one hand, and the Company, on the other hand, or their respective successors and assigns in accordance with this Agreement.

12.3. Assignment. The Company may only assign this Agreement to any successor of the Company ("Assignee") that acquires all or substantially all of the Company Business or to an acquirer, whether by sale, merger, recapitalization, or other business combination involving all or substantially all of the assets or businesses of the Company, with or without Ms. Soare's consent, provided that any such Assignee will agree in writing to be bound by all of the terms of this Agreement. Ms. Soare acknowledges the personal character of this Agreement and may not assign, hypothecate, or delegate in any manner this Agreement and Ms. Soare's rights and obligations hereunder, except in the event of Ms. Soare's death or incapacity to Ms. Soare's successors, assigns, or estate (provided that her successors, assigns, and/or estate (and any other future successors or assigns) agree in writing to be bound by the terms of this Agreement).

12.4. Waiver. No waiver of any term or condition or of any breach of this Agreement or any part hereof, will be deemed a waiver of any other term or condition or of any later breach of the Agreement or of any part hereof.

12.5. Remedies. The rights and remedies of the Parties set forth in this Agreement are in addition to and not in lieu of any other right or remedy afforded to the Parties under any other provision of this Agreement, by law or otherwise. Ms. Soare stipulates and agrees that the consent and assignments set forth in this Agreement are perpetual and irrevocable and in the event of a breach hereof by the Company, Ms. Soare's remedies will be limited to monetary damages and the specific performance rights in Section 11.6 hereof.

12.6. Specific Performance. Each Party stipulates and agrees that any breach by it or threatened breach of any of the terms of this Agreement would cause irreparable harm and injury to the other Party, and that the remedies at law therefor, including monetary damages, are inadequate compensation for any loss and that such non-breaching Party will be entitled, without the need to post a bond or engage in any other undertaking, to seek specific performance and injunctive or other equitable relief with respect to the non-breaching Party hereunder, in addition to any remedies available at law. Each Party hereby waives any defense to any claim that a remedy at law would be adequate.

12.7. Notices. All notices and other communications under this Agreement will be in writing and will be given, either (i) by hand delivery; (ii) by nationally recognized overnight delivery service; (iii) by registered or certified mail, return receipt requested, postage prepaid; or (iv) by confirmed fax, in each case to the following addresses or fax numbers, or to such other address as such Party furnishes to the other in writing in accordance with the foregoing. Notices and communications will be effective when actually received by the addressee.

Notices to Ms. Soare:

Anastasia Soare
438 N. Bedford Drive
Beverly Hills, CA 90210
Email: a.soare@anastasiabeverlyhills.com

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
333 South Hope Street
Los Angeles, California 90071
Facsimile: (213) 808-8145
Email: hamed.meshki@kirkland.com
Attention: Hamed Meshki, P.C.

Notices to the Company:

Anastasia Beverly Hills, LLC

10635 Santa Monica Blvd.
Los Angeles, California 90025
Attention: Chief Executive Officer

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
333 South Hope Street
Los Angeles, California 90071
Facsimile: (213) 808-8145
Email: hamed.meshki@kirkland.com
Attention: Hamed Meshki, P.C.

and (provided that copies to the below persons shall not be required from and after such time as TPG VII Allure Holdings, LP no longer has a designee on the board of managers of Anastasia Holdings, LLC):

TPG VII Allure Holdings, LP
c/o TPG Global, LLC
301 Commerce Street
Suite 3300
Fort Worth, TX 76102
Facsimile: (415) 438-6893
Email: afliss@tpg.com
Attention: Adam Fliss

Ropes & Gray LLP
Prudential Tower, 800 Boylston Street
Boston, MA 02199
Fax: (617) 235-9540
Email: michael.roh@ropesgray.com
Attention: C. Michael Roh

12.8. Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, will be severed from this Agreement, and such court (or, if such court refuses to do so, the Parties) will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement will be enforceable in accordance with its terms.

12.9. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements with respect thereto. The recitals to this Agreement are hereby incorporated herein by this reference and form a part of this Agreement.

12.10. Counterparts. This Agreement may be executed in facsimile and in several counterparts, each of which will be deemed an original, and said counterparts will together constitute but one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS THEREOF, each Party has duly caused this Agreement to be executed, in its name and on its behalf, all as of the Effective Date.

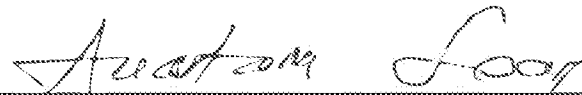
Anastasia Soare

By: 

Anastasia Soare

AGREED TO AND ACCEPTED:

ANASTASIA BEVERLY HILLS, LLC



Name: Anastasia Soare
Title: Chief Executive Officer

[Signature Page to IP Assignment and Name Rights Agreement]

Appendix A

PATENT ASSIGNMENT

This Patent Assignment ("Patent Assignment") is made and entered into as of August 10, 2018, by and between Anastasia Soare, an individual whose mailing address is 438 N. Bedford Drive, Beverly Hills, CA 90210, hereinafter the "Assignor", and Anastasia Beverly Hills, LLC, a Delaware limited liability company having its principal place of business located at 10635 Santa Monica Blvd., Los Angeles, California 90025, hereinafter "Assignee" (Assignor and Assignee, collectively referred to as the "Parties").

WHEREAS, Assignor holds legal title to certain inventions described in United States patents and/or United States patent applications listed in Schedule A attached hereto (the "Patents");

WHEREAS, Assignor and Assignee are parties to that certain IP Assignment and Name Rights Agreement (the "Agreement"), dated as of August 10, 2018, pursuant to which Assignor has conveyed, transferred, and assigned all title to, and under the Patents to Assignee;

WHEREAS, pursuant to the Agreement, Assignee holds all right, title, and interest in and to the Patents, and the Parties wish to record such title in the U.S. Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Assignor hereby irrevocably contributes, transfers, assigns, and conveys to Assignee, and its successors and assigns, and Assignee does hereby acquire, assume and accept from Assignor, all of Assignor's title to: (a) the Patents, including all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) any and all rights to royalties, profits, compensations, license fees, or other payments or remuneration of any kind with respect to any and all of the foregoing; (d) all administrative rights relating thereto; and (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

Assignor hereby authorizes and requests the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment, as to the assigned Patents herein referred to.

Assignor further agrees to execute all documents, instruments, and papers to perform all acts as Assignee may reasonably request to perfect in Assignee the foregoing rights, title and interests.

This Patent Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Patent Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Patent Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

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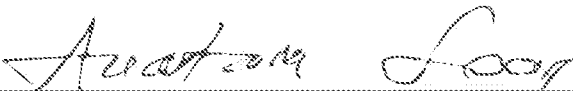
IN WITNESS WHEREOF, each of the undersigned has caused this Patent Assignment to be executed by its duly authorized office as of the date first written above.

Anastasia Soare

By: 
Anastasia Soare

AGREED TO AND ACCEPTED:

ANASTASIA BEVERLY HILLS, LLC


Name: Anastasia Soare
Title: Chief Executive Officer

SCHEDULE A

Patents

Country	Application No.	Application Filing Date	Patent or Publication No.	Issued or Publication Date	Title
U.S.A.	11/840,986	8/19/2007	N/A	N/A	Stencils and Gauging Device For Aesthetically Pleasing Eyebrow Shaping
U.S.A.	12/012,007	1/29/2008	8,015,981	9/13/2011	Stencils and Gauging Device For Aesthetically Pleasing Eyebrow Shaping
U.S.A.	13/118,344	5/27/2011	8,342,190	1/1/2013	Stencils and Gauging Device For Aesthetically Pleasing Eyebrow Shaping
U.S.A.	13/492,624	6/8/2012	8,505,552	8/13/2013	Golden Ratio Eyebrow Overlay Device
U.S.A.	13/692,768	12/3/2012	8,763,614	7/1/2014	Eyebrow Stencil Holder
U.S.A.	13/692,804	12/3/2012	8,881,740	11/11/2014	Method of Using An Eyebrow Stencil Holder

U.S.A.	14/054,675	10/15/2013	8,997,757	4/7/2015	Golden Ratio Eyebrow Shaping Method
U.S.A.	14/167,954	1/29/2014	9,210,989	12/15/2015	Method of Shaping Eyebrows
U.S.A.	14/319,241	6/30/2014	9,232,847	1/12/2016	Eyebrow Stencil Holder
U.S.A.	14/661,649	3/18/2015	9,204,702	12/8/2015	Golden Ratio Eyebrow Shaping Method
U.S.A.	14/927,382	10/29/2015	9,760,762	9/12/2017	Facial Structural Shaping
U.S.A.	14/928,286	10/30/2015	US 2016-0125229 A1	5/5/2016	Facial Structural Shaping
U.S.A.	15/595,978	5/16/2017	Unknown	Unknown	Unknown
U.S.A.	15/680,255	8/18/2017	US 2017-0364739 A1	12/21/2017	Facial Structural Shaping
U.S.A.	62/074,511	11/3/2014	N/A	N/A	Facial Structural Shaping
WIPO	PCT/US2014/051885	8/20/2014	WO/2015/057303	4/23/2015	Golden Ratio Eyebrow Shaping Method
WIPO	PCT/US2015/058340	10/30/2015	WO/2016/073308	5/12/2016	Facial Structural Shaping
WIPO	PCT/US2015/058359	10/30/2015	WO/2016/073310	5/12/2016	Facial Structural Shaping

Appendix B

Domain Names

anastasiabeverlyhills.com
anastasiabeverlyhills.be
anastasiabeverlyhills.biz
anastasiabeverlyhills.co.uk
anastasiabeverlyhills.de
anastasiabeverlyhills.es
anastasiabeverlyhills.eu
anastasiabeverlyhills.info
anastasiabeverlyhills.nl
anastasiabeverlyhills.org

Appendix C

COPYRIGHT ASSIGNMENT

This Copyright Assignment ("Copyright Assignment") is made and entered into as of August 10, 2018, by and between Anastasia Soare, an individual whose mailing address is 438 N. Bedford Drive, Beverly Hills, CA 90210, hereinafter the "Assignor", and Anastasia Beverly Hills, LLC, a Delaware limited liability company having its principal place of business located at 10635 Santa Monica Blvd., Los Angeles, California 90025, hereinafter "Assignee" (Assignor and Assignee, collectively referred to as the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to certain copyright registrations listed in Schedule A attached hereto (the "Copyrights");

WHEREAS, Assignor and Assignee are parties to that certain IP Assignment and Name Rights Agreement (the "Agreement"), dated as of August 10, 2018, pursuant to which Assignor has conveyed, transferred, and assigned all right, title, and interest in, to, and under the Copyrights to Assignee;

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title, and interest in and to the Copyrights, and the Parties wish to record such acquisition in the U.S. Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Assignor hereby irrevocably contributes, transfers, assigns, and conveys to Assignee, and its successors and assigns, and Assignee does hereby acquire, assume and accept from Assignor, all of Assignor's right, title and interest in and to: (a) the Copyrights, including all issuances, extensions and renewals thereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) any and all rights to royalties, profits, compensations, license fees, or other payments or remuneration of any kind with respect to any and all of the foregoing; (d) all administrative rights relating thereto; and (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

Assignor hereby authorizes and requests the Register of Copyrights in the U.S. copyright Office to record and register this Copyright Assignment, as to the assigned Copyrights herein referred to.

Assignor further agrees to execute all documents, instruments, and papers to perform all acts as Assignee may reasonably request to perfect in Assignee the foregoing rights, title and interests.

This Copyright Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Copyright Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Copyright Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Copyright Assignment to be signed by its duly authorized officer as of the date first written above.

Anastasia Soare

By: Anastasia Soare
Anastasia Soare

AGREED TO AND ACCEPTED:

ANASTASIA BEVERLY HILLS, LLC

Anastasia Soare
Name: Anastasia Soare
Title: Chief Executive Officer

SCHEDULE A

Copyrights

Title	Registration No.	Registration Date
Original Eyebrow Shapes	VAu1-117-179	9-19-2012