PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CHARLES C BRANDON	07/26/2018
TRAVIS FLOYD	07/26/2018
PETER PHILLIPS	07/26/2018
PHILIP POWERS	07/26/2018

RECEIVING PARTY DATA

Name:	BLEE. LLC
Street Address:	1920 ADELICIA ST APT 308
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37212-2256

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16314598

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.

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Correspondent Name: SUSAN B FENTRESS

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Address Line 4: MEMPHIS, TENNESSEE 38103

NAME OF SUBMITTER: SUSAN B FENTRESS /susan b fentress/ DATE SIGNED: 01/22/2019 This document serves as an Oath/Declaration (37 CFR 1.63).	ATTORNEY DOCKET NUMBER: 30002.0002US		
DATE SIGNED: 01/22/2019	NAME OF SUBMITTER:	SUSAN B FENTRESS	
	SIGNATURE:	/susan b fentress/	
This document serves as an Oath/Declaration (37 CFR 1.63).	DATE SIGNED: 01/22/2019		
		This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 2

PATENT REEL: 048085 FRAME: 0657

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> PATENT REEL: 048085 FRAME: 0658

<u>ASSIGNMENT FOR APPLICATION FOR PATENT</u>

WHEREAS, Charles C. Brandon, Travis Floyd, Peter Phillips and Philip Powers

(hereinafter referred to as "Assignors") invented a certain invention (the "Invention") entitled: SYSTEM AND DEVICE FOR CUSTOMIZATION OF COSMETICS for which application (the "Application") for a PCT application filed in the US receding office and

WHEREAS, the Application was filed on July 24, 2018 and was assigned Serial No. PCT/US18/43477 of the same title; and

WHEREAS, it is the intention of Assignors that patent rights in and to the invention, and any and all improvement thereto, shall belong to:

blee. LLC 1920 ADELICIA ST APT 308 NASHVILLE, TN 37212-2256 USA

(hereinafter referred to as "Assignee"); and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Application, and the Invention, and in and to all embodiments of the Invention heretofore conceived, made or discovered by Assignor, and in and to any and all patents (including but not limited to continuation applications, CIP applications and reissue patents), inventor's certificates and other forms of protection (hereinafter referred to as "Patents") thereon granted in any and all countries and group of countries; and

WHEREAS, Assignors intend to assign said rights.

NOW, THEREFORE, in consideration of One Dollar (\$1,00) and other good and valuable consideration, acknowledged by said Assignor to have been received in full from Assignee:

- 1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to the Application and the Invention; (b) in and to all rights to apply for patents on the Inventions in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Application filed and any and all Patent granted on the Inventions in any and all countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, continuation or CIP of said Application; and (d) in and to each and every reissue or extension of any said Patents.
- 2. Assignors covenant and agree to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest to the Invention herein conveyed in any and all countries and groups of countries. Such cooperation by Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers.

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and other assistance all to the extent deemed necessary or desirable by Assignee (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the Applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering the Invention; (d) for filing and prosecuting applications for reissuance of any of the Patents; (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the reasonable travel, business and legal expenses incurred by Assignor in providing such cooperation shall be paid by Assignee.

- The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, and Assignor's respective heirs, legal representatives and assigns.
- 4. Assignors hereby warrant and represent that Assignors have not entered into and will not enter into any assignment, contract, or understanding in conflict herewith.

Assignors have executed and delivered this instrument to Assignee on the date indicated below.

ASSIGNORS:

SHAI	21ES C. BERNITON
Date:	26 5064 2018
14	You
Date:	01/06/18
Trai	- Abest St
Date:	7/2.6/18
	2/625
Date:	7/26/18