

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6099220

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| SEQUENCE: | 1 |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BEAUTYGE I | 05/07/2020 |
| RECEIVING PARTY DATA | |
| Name: | BRANDCO MITCHUM 2020 LLC |
| Street Address: | 3411 SILVERSIDE ROAD |
| Internal Address: | TATNALL BUILDING #104 C/O CORPORATE CREATIONS NETWORK INC. |
| City: | WILMINGTON |
| State/Country: | DELAWARE |
| Postal Code: | 19810 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 6749841 |
| Application Number: | 62934809 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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> | |
| Email: | lfranco@paulweiss.com, aspoto@paulweiss.com, rschwartz@paulweiss.com |
| Correspondent Name: | REBECCA B. SCHWARTZ |
| Address Line 1: | PAUL WEISS RIFKIND WHARTON & GARRISON LLP |
| Address Line 2: | 1285 AVENUE OF THE AMERICAS |
| Address Line 4: | NEW YORK, NEW YORK 10019-6064 |
| ATTORNEY DOCKET NUMBER: | 02500-0360 |
| NAME OF SUBMITTER: | REBECCA SCHWARTZ |
| SIGNATURE: | /Rebecca Schwartz/ |
| DATE SIGNED: | 05/09/2020 |
| Total Attachments: 6 | |
| source=13733832_2_Revlon - BrandCo Multicultural Group 2020 LLC - US IP Lower-Tier Assignment Agreement (Executed)#page1.tif | |

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source=13733832_2_Revlon - BrandCo Multicultural Group 2020 LLC - US IP Lower-Tier Assignment Agreement (Executed)#page4.tif
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated effective as of May 7, 2020, is by and between Beautyge I (the “Assignor”) and BrandCo Multicultural Group 2020 LLC (“Assignee”). Assignee and Assignor are referred to herein individually as a “Party” and collectively, as the “Parties.” All capitalized terms used but not defined herein shall have the respective meanings specified in, or incorporated by reference into, the Agreement (defined below).

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Multicultural Group Lower Tier Transfer and Contribution Agreement as of the effective date hereof (the “Agreement”) whereby Assignor has agreed to Convey the Transferred Assets to Assignee and Assignee has agreed to acquire the Transferred Assets from Assignor;

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Intellectual Property of Assignor associated with the Transferred Assets (the “Assigned Intellectual Property”) as set forth below; and

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, state trademark offices, other applicable governmental authorities and other registrars the transfer and assignment of the Assigned Intellectual Property by the Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, including, without limitation, the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Grant of Assignment. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, throughout the world, in and to the Assigned Intellectual Property, together with all of the goodwill associated therewith and symbolized thereby, including any applications, registrations, renewals and extensions thereof for the Assigned Intellectual Property, including as further detailed in the attached Exhibit A, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
2. Rights. The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Assigned Intellectual Property and all rights to sue for past, present or future infringement, misappropriation or other violation of the Assigned Intellectual Property, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Assigned Intellectual Property, or assist any third party in any of the foregoing.
3. Further Assurances. Assignor will, at Assignor’s sole cost and expense, promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect the rights and interests of Assignee in and to the Assigned Intellectual Property assigned herein.

4. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Assignor agrees that this Assignment and any of its rights, interests or obligations hereunder shall not be assigned, directly or indirectly, including, without limitation, by operation of law, without the prior written consent of Assignee. Assignee may freely assign this Assignment and any of its rights, interests or obligations hereunder.
5. Conflict with Agreement. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
7. Electronic Signatures. A signature to this Assignment delivered by email or other electronic means will be deemed valid.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).
9. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

Beautyge I

By: 

Name: Michael T. Sheehan

Title: Director

ASSIGNEE:

BrandCo Multicultural Group 2020 LLC

By: 

Name: Michael T. Sheehan

Title: Vice President

Exhibit A

Trademarks

| TRADEMARK | APP. NO. | APP. DATE | REG. NO. | REG. DATE |
|--------------------------------|-----------|-------------|----------|-------------|
| BASHFUL BLONDE | 72/074543 | May 26 1959 | 0699999 | Jun 21 1960 |
| CLEAN TOUCH | 72/157331 | Nov 15 1962 | 755682 | Aug 27 1963 |
| FRIVOLOUS FAWN | 72/074544 | May 26 1959 | 0700000 | Jun 21 1960 |
| GREAT FEELING | 73/716740 | Mar 14 1988 | 1507710 | Oct 11 1988 |
| PLUSH BROWN | 72/074545 | May 26 1959 | 0700001 | Jun 21 1960 |
| POROSITY CONTROL (STYLIZED) | 73/699557 | Dec 7 1987 | 1632090 | Jan 22 1991 |
| ROULITE | 72/101644 | Jul 28 1960 | 0715551 | May 16 1961 |
| ROUX | 78/204104 | Jan 16 2003 | 2797738 | Dec 23 2003 |
| SUPEROXIDE | 73/242704 | Dec 13 1979 | 1159642 | Jul 7 1981 |
| TRUE SYSTEM | 74/612269 | Dec 19 1994 | 1986318 | Jul 9 1996 |
| TWEEN TIME | 76/508637 | Apr 22 2003 | 2822790 | Mar 16 2004 |
| YOUNG COLOR (STYLIZED) | 73/209039 | Mar 26 1979 | 1165129 | Aug 18 1981 |
| LOTTABODY | 72/397880 | Jul 21 1971 | 0954728 | Mar 6 1973 |
| LOTTASTYLE | 85688148 | Jul 26 2012 | 4889806 | Jan 19 2016 |
| CREME OF NATURE | 73/000953 | Sep 14 1973 | 1002462 | Jan 28 1975 |
| CREME OF NATURE | 73/289929 | Dec 15 1980 | 1236958 | May 10 1983 |
| CREME OF NATURE | 73/758010 | Oct 17 1988 | 1604257 | Jul 3 1990 |
| EXOTIC SHINE | 85/526140 | Jan 26 2012 | 4505875 | Apr 1 2014 |
| PERFECT EDGES | 85/502718 | Dec 22 2011 | 4219538 | Oct 2 2012 |

None.

Copyrights

Patents

| TITLE | APP. NO. | FILING DATE | PATENT NO. | ISSUE DATE |
|-------------------------------------|----------|--------------|------------|--------------|
| The Use of Herbs in Hair Relaxation | 12176285 | Jul 18, 2008 | 8025909 | Sep 27, 2011 |