

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6666486

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
MARY KAY INC.		04/09/2021
RECEIVING PARTY DATA		
Name:	ALLUSTRA TECHNOLOGIES LLC	
Street Address:	16251 DALLAS PARKWAY	
City:	ADDISON	
State/Country:	TEXAS	
Postal Code:	75001	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	61866403	
Application Number:	14461088	
Application Number:	15461210	
Application Number:	15800978	
Application Number:	16246029	
Application Number:	16508898	
Application Number:	17031231	
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:	aoipdocket@nortonrosefulbright.com	
Correspondent Name:	NORTON ROSE FULBRIGHT US LLP	
Address Line 1:	98 SAN JACINTO BLVD, SUITE 1100	
Address Line 4:	AUSTIN, TEXAS 78701	
ATTORNEY DOCKET NUMBER:	MKAYP0471USD1C3	
NAME OF SUBMITTER:	MYRIAH J CLARK	
SIGNATURE:	/Myriah J Clark/	
DATE SIGNED:	04/20/2021	
Total Attachments: 4		

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PATENT

REEL: 055978 FRAME: 0802

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into on April 9, 2021 (the "Effective Date"), by Mary Kay Inc., a Delaware corporation having a place of business at 16251 N Dallas Parkway, Addison, TX 75001 ("Assignor") and Allustra ~~Innovations~~ LLC, a Delaware Limited Liability Company with an address of 16251 Dallas Pkwy, Addison, TX 75001 ("Assignee").

Technologies RECITALS

- A. Assignor is the owner of the Patents set forth on Exhibit 1.1 hereto (the "Patents").
- B. Assignor and Assignee have agreed by way of a purchase agreement (the "Purchase Agreement") dated April 9, 2021, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title, and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any United States counterparts of any of the foregoing in, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for injunctive relieve, damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past,

present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. Assignor hereby acknowledges and agrees that all of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

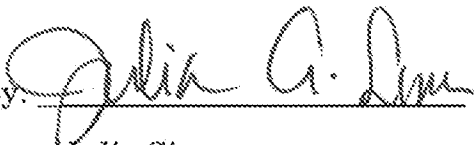
4. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Effective Date.

Assignor:

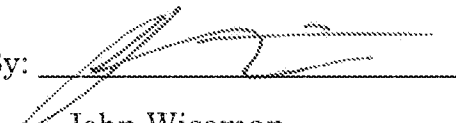
MARY KAY INC.

By: 
Julia Simon

Chief Legal Officer & Corporate Secretary

Assignee:

ALLUSTRA TECHNOLOGIES LLC

By: 
John Wiseman

President

Exhibit 1.1

TO ASSIGNMENT AGREEMENT

App Serial Number	Title	Patent/Publication No.
US 14/461088	Topical skin compositions for treating wrinkles	US 9,642,793
US 15/461210	Topical skin compositions for treating wrinkles	US 9,833,404
US 15/800978	Topical skin compositions for treating wrinkles	US 10,213,377
US 16/246029	Topical skin compositions for treating wrinkles	US 10,391,049
US 16/508898	Topical skin compositions for treating wrinkles	US 10,888,509
US 17/031231	Topical skin compositions for treating wrinkles	US 20210052477
US 61/866403	Topical skin compositions for treating wrinkles	n/a