

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7430786

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ORVEON GLOBAL HOLDINGS LTD.	04/29/2022

RECEIVING PARTY DATA

Name:	ORVEON GLOBAL US LLC
Street Address:	500 FIFTH AVENUE
Internal Address:	26TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10110

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	D793090
Patent Number:	9635927
Patent Number:	D770185
Patent Number:	D824678
Patent Number:	10517383
Patent Number:	D777448
Patent Number:	8066019
Patent Number:	D571105
Patent Number:	D692672
Patent Number:	D935788
Application Number:	29811854

CORRESPONDENCE DATA

Fax Number: (856)267-5370

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: 8564466045

Email: lcalderone@calderonebullock.com

Correspondent Name: LYNDA CALDERONE

Address Line 1: CALDERONE BULLOCK, TWO GREENTREE CENTRE

Address Line 2: 9000 LINCOLN DRIVE EAST, SUITE 301

PATENT

Address Line 4: MARLTON, NEW JERSEY 08053

ATTORNEY DOCKET NUMBER: B0004.9000

NAME OF SUBMITTER: LYNDA L. CALDERONE

SIGNATURE: /Lynda L. Calderone/

DATE SIGNED: 07/13/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "**Intellectual Property Assignment**") is dated as of May 1, 2022 ("**Effective Date**"), by and among Orveon Global Holdings Ltd. (formerly known as AI Beauty Holdings Ltd.), a private limited company formed under the laws of the United Kingdom (the "**Seller**") and Orveon Global US LLC (the "**Buyer**"). The Buyer and the Seller are each referred to in this Intellectual Property Agreement individually as a "**Party**" and, collectively, as the "**Parties**".

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of August 25, 2021 (the "**Purchase Agreement**"), by and among Shiseido Americas Corporation ("**SAC**"), the Seller and the other parties thereto, the Seller purchased the Purchased Assets, including the Business Intellectual Property, and SAC sold, assigned, transferred, conveyed and delivered to the Seller, all right, title and interest in, to and under the Purchased Assets, including the Business Intellectual Property; and

WHEREAS, capitalized terms used and not defined in this Intellectual Property Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms of the Purchase Agreement and for the consideration set forth therein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and the Seller hereby agree as follows:

Section 1 Assignment of Business Intellectual Property. The Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer the Seller's entire right, title and interest in, to and under the Business Intellectual Property primarily relating to the Bare Minerals brand business that arises under the law of the United States (including the Registered Intellectual Property identified on Schedule A hereto, but expressly excluding the Registered Intellectual Property identified on Schedules B, C and D hereto), together with any and all goodwill associated with or symbolized by the Marks included in the foregoing, and the right to sue, counterclaim, recover and receive all damages from past, present and future infringements of the foregoing, the same to be held and enjoyed by the Buyer for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made subject to any licenses granted to Seller under the Purchase Agreement including the Ancillary Documents thereto.

Section 2 Assignment of Priority Rights. The Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, any and all: (i) rights to claim priority arising under the laws of the United States with respect to the U.S. Patents primarily relating to the Bare Minerals brand business identified on Schedule A; and (ii) rights to claim priority arising under the laws of the United States with respect to the non-U.S. Patents primarily relating to the Bare Minerals brand business identified on Schedule D.

Section 3 Filing and Recordation. The Seller and the Buyer authorize and request that the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable foreign jurisdictions, record the Buyer as the assignee and owner of the Registered Intellectual Property identified on Schedule A and issue the patents, and register the trademark registrations and copyright registrations, from any pending applications included in the Registered Intellectual Property identified on Schedule A to the Buyer upon issuance or registration.

Section 4 Further Assurances. Subject to the terms and conditions of the Purchase Agreement, at any time and from time to time after Closing, at the Buyer's request and without further consideration, the

Seller shall, at Buyer's cost, execute and deliver to the Buyer such other conveyances, assignments and confirmations and take such other actions as may be reasonably necessary to effect the aforesaid assignment. For clarity, Buyer is solely responsible for preparing and recording any such other conveyances, assignments, and confirmations (at Buyer's cost).

Section 5 Domain Name Registrations. Further, the Seller shall take all steps as may be reasonably necessary to effect an assignment and transfer of all internet domain name registrations being transferred to the Buyer pursuant to this Intellectual Property Assignment in accordance with the domain name transfer procedures of the applicable registrar of such domain name, including, without limitation, executing any and all applicable domain name registrar transfer agreement or documents, assignments, lawful oaths and any other papers which the Buyer may deem necessary or desirable, all at Buyer's cost. If, due to applicable registrar or registry rules or regulations, the internet domain name registrations cannot be assigned to the Buyer, the Parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, the Seller shall maintain such domain name registration in full force and effect, at the Buyer's expense for the sole and exclusive benefit of the Buyer.

Section 6 No Third-Party Beneficiaries. The terms and provisions of this Intellectual Property Assignment are intended solely for the benefit of the Parties and their respective successors and permitted assigns. This Intellectual Property Assignment will not confer, and it is not the intention of the Parties for this Intellectual Property Assignment to confer, any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 7 Successors and Assigns. This Intellectual Property Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

Section 8 Counterparts. This Intellectual Property Assignment may be executed in counterparts, and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Intellectual Property Assignment shall become effective when each Party shall have received a counterpart of this Intellectual Property Assignment signed by the other Party. The Parties agree that the delivery of this Intellectual Property Assignment may be effected by means of an exchange of electronically transmitted signatures (including by electronic mail in .pdf format).

Section 9 Governing Law. This Intellectual Property Assignment shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Seller has caused this Intellectual Property Assignment to be duly executed by its duly authorized officer as an instrument under seal as of the day and year first above written.

THE SELLER:

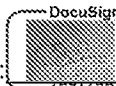
ORVEON GLOBAL HOLDINGS LTD.

By:  DocuSigned by:
Name: Christopher Coombe
Title: Director

IN WITNESS WHEREOF, the Buyer has caused this Intellectual Property Assignment to be duly executed by its duly authorized officer as an instrument under seal as of the day and year first above written.

THE BUYER:

ORVEON GLOBAL US LLC

By:  _____
Name: William Bundy
Title: Chief Transformation Officer

Schedule A

Patents

TITLE	COUNTRY	APPLICATION NUMBER	FILING DATE	PAT. OR PUB. NUMBER	ISSUE OR PUB. DATE	RECORD OWNER
Brush with recessed bristles	United States	Des. 29/485,705	3/21/2014	D793,090 S	08/01/17	SHISEIDO AMERICAS CORPORATION
Brush head with recessed bristles, brush, method of making and method of using same	United States	Util. 14/447,974	7/31/2014	US 2015/0265039 A1 US 9,635,927 B2	9/24/2015 05/02/17	SHISEIDO AMERICAS CORPORATION
Brush head with recessed convex bristles	United States	Des. 29/517,382	2/12/2015	D770,185S	11/01/16	SHISEIDO AMERICAS CORPORATION
Brush head skirt	United States	Des. 29/568,752	6/21/2016	D824,678S	08/07/18	SHISEIDO AMERICAS CORPORATION
Brush head with recessed bristles, brush, method of making and method of using same	United States	Util. 15/584,899	05/02/2017	US2017/0231378 A1 10,517,383 B2	08/17/17 12/31/2019	SHISEIDO AMERICAS CORPORATION
Brush	United States	Des. 29/539,488	9/15/2015	D777,488S	01/31/2017	SHISEIDO AMERICAS CORPORATION
Rotating powder container with rotating dispensing mechanism	United States	Util. 12/157,696	6/12/2008	8,066,019 B2	11/29/2011	SHISEIDO AMERICAS CORPORATION
Rotating Brush with V-Cut Shaped Bristles	United States	Des. 29/288,173	6/1/2007	D571,105S	6/17/2008	SHISEIDO AMERICAS CORPORATION
Rotating Applicator Design	United States	Des. 29/455,616	5/22/2013	D692,672S	11/5/2013	SHISEIDO AMERICAS CORPORATION and JING ZHU (inventor)

PATENT

REEL: 060500 FRAME: 0575



TITLE	COUNTRY	APPLICATION NUMBER	FILED DATE	PAT. OR PUB. NUMBER	ISSUE OR PUB. DATE	RECORD OWNER
Cosmetic Applicator Design	United States	29/709,158	10/11/2019	--	--	SHISEIDO AMERICAS CORPORATION