

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7702213

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
BELAJ INNOVATIONS, LLC	09/21/2022

**RECEIVING PARTY DATA**

<b>Name:</b>	MARY KAY INC.
<b>Street Address:</b>	16251 DALLAS PARKWAY
<b>City:</b>	ADDISON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75001

**PROPERTY NUMBERS Total: 34**

Property Type	Number
Patent Number:	9463155
Patent Number:	10299994
Patent Number:	11135139
Patent Number:	7025966
Patent Number:	7303753
Patent Number:	7758864
Patent Number:	8114413
Patent Number:	8318178
Patent Number:	8388978
Patent Number:	9877914
Patent Number:	10688008
Patent Number:	11406586
Patent Number:	7744932
Patent Number:	8084066
Patent Number:	8084063
Patent Number:	8758839
Patent Number:	8445036
Patent Number:	9844503
Patent Number:	9101555
Patent Number:	9622965

PATENT

Property Type	Number
Patent Number:	9668964
Patent Number:	10434056
Patent Number:	11045403
Patent Number:	D687711
Patent Number:	D721967
Patent Number:	D795074
Patent Number:	D739741
Patent Number:	D825341
Patent Number:	D842115
Patent Number:	D843835
Patent Number:	D589665
Application Number:	17465574
Application Number:	17857631
Application Number:	17326109

**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.*

**Email:** pam.gerik@nortonrosefulbright.com

**Correspondent Name:** NORTON ROSE FULBRIGHT US LLP

**Address Line 1:** 98 SAN JACINTO BLVD, SUITE 1100

**Address Line 4:** AUSTIN, TEXAS 78701

<b>NAME OF SUBMITTER:</b>	MICHAEL R. KRAWZSENEK
<b>SIGNATURE:</b>	/MICHAEL R. KRAWZSENEK/
<b>DATE SIGNED:</b>	12/19/2022

**Total Attachments: 5**

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## ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into on September 21, 2022 (the "Effective Date"), by **Belaj Innovations, LLC**, a Texas Limited Liability Company, with an address of 312 W. 8<sup>th</sup> St., Dallas, TX 75208 ("Assignor") and **Mary Kay Inc**, a Delaware Limited Liability Company with an address of 16251 Dallas Pkwy, Addison, TX 75001 ("Assignee").

### RECITALS

- A. Assignor is the owner of the Patents set forth on Exhibit A hereto (the "Patents").
- B. 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.

### AGREEMENT

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

1. Subject to the terms and conditions of any license agreements that Assignor has entered into with third parties concerning the Patents prior to the Effective Date of this Agreement, 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:

**Belaj Innovations LLC**

By: Jonathan S

Jonathan Szarzynski  
President, Belaj Innovations LLC

Assignee:

**Mary Kay Inc.**

By: [Signature]

John Wiseman  
Vice Pres., Deputy General Counsel &  
Asst. Corp. Secretary, Mary Kay Inc.

**EXHIBIT A**  
**TO ASSIGNMENT AGREEMENT**

<b>App Serial Number</b>	<b>Patent No.</b>	<b>Title</b>
<b>Cellulite Reduction US Patents and US Pending Application</b>		
14/204,553	9,463,155	Cosmetic compositions and uses thereof
15/288,884	10,299,994	Cosmetic compositions and uses thereof
16/379,102	11,135,139	Cosmetic compositions and uses thereof
17/465,574	n/a pending	Cosmetic compositions and uses thereof
<b>Marine Botanical US Patents and US Pending Application</b>		
10/751,684	7,025,966	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
11/300,641	7,303,753	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
11/937,960	7,758,864	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
12/817,870	8,114,413	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
13/331,783	8,318,178	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
13/331,912	8,388,978	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
13/769,580	9,877,914	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
15/841,577	10,688,008	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
16/856,241	11,406,586	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
17/857,631	n/a (pending)	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
<b>Magnolia Extract US Patents and US Pending Application</b>		
12/048,953	7,744,932	Magnolia extract containing compositions
12/706,557	8,084,066	Magnolia extract containing compositions
12/907,362	8,084,063	Magnolia extract containing compositions
13/297,755	8,758,839	Magnolia extract containing compositions
13/324,670	8,445,036	Magnolia extract containing compositions
14/289,262	9,844,503	Magnolia extract containing compositions
14/682,552	9,101,555	Magnolia extract containing compositions
14/683,847	9,622,965	Magnolia extract containing compositions
15/454,803	9,668,964	Magnolia extract containing compositions
15/816,175	10,434,056	Magnolia extract containing compositions
16/554,037	11,045,403	Magnolia extract containing compositions
17/326,109	n/a (pending)	Magnolia extract containing compositions

App Serial Number	Patent No.	Title
<b>Lip Gloss US Design Patent</b>		
29/403,904	D687,711	Cosmetic Container
<b>Serum US Design Patent</b>		
29/458,540	D721,967	Cosmetic Container
29/537,044	D795,074	Cosmetic Container
29/511,912	D739,741	Cosmetic Container
29/605,730	D825,341	Bottle
29/655,903	D842,115	Bottle
29/610,184	D843,835	Cosmetic Container
<b>Cosmetic Sponge US Design Patent</b>		
29/321,183	D589,665	Sponge