

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7951490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARY KAY INC.	05/11/2023
RECEIVING PARTY DATA	
Name:	ALLUSTRA TECHNOLOGIES LLC
Street Address:	16251 DALLAS PARKWAY
City:	ADDISON
State/Country:	TEXAS
Postal Code:	75001
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11642289
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>	
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Correspondent Name:	NORTON ROSE FULBRIGHT US LLP
Address Line 1:	98 SAN JACINTO BLVD, STE. 1100
Address Line 4:	AUSTIN, TX 78701, TEXAS 78701
ATTORNEY DOCKET NUMBER:	MKAY.P0885USC2/1001153767
NAME OF SUBMITTER:	MICHAEL R. KRAWZSENEK
SIGNATURE:	/MICHAEL R. KRAWZSENEK/
DATE SIGNED:	05/12/2023
Total Attachments: 3	
source=Assignment (Mary Kay to Allustra) (US 11642289) (003)#page1.tif	
source=Assignment (Mary Kay to Allustra) (US 11642289) (003)#page2.tif	
source=Assignment (Mary Kay to Allustra) (US 11642289) (003)#page3.tif	

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into on May 11, 2023 (the "Effective Date"), by **Mary Kay Inc.**, a Delaware Limited Liability Company with an address of 16251 Dallas Pkwy, Addison, TX 75001 ("Assignor") and **Allustra Technologies LLC**, a Delaware Limited Liability Company with an address of 16251 Dallas Pkwy, Addison, TX 75001 ("Assignee").

RECITALS

Assignor is the owner of the United States patent set forth on Exhibit A hereto (the "Patents").

Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all right, title, and interest in and to the Patents as specified in this Agreement.

AGREEMENT

For good and valuable consideration, the receipt, sufficiency, and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

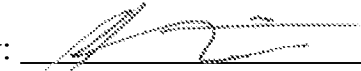
1. Assignor does hereby sell, transfer, convey, assign, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Patents and any reissues or reexaminations of any of the Patents. The right, title, and interest includes, but is not limited to, the right to sue for injunctions, damages, and/or royalties for any past, ongoing, and/or future infringement.
2. Assignor hereby acknowledges and agrees that all of the right, title, and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder includes 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 hereunder.
3. 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.
4. Assignee hereby grants to Assignor and its affiliates a fully paid-up, non-exclusive, irrevocable, worldwide license to make, have made, use, import, export, distribute, sell, offer for sale, develop and advertise under the Patents solely with respect to the products and services of Assignor and its affiliates. This license is transferable to any successor or assign of Assignor, and is sublicensable to affiliates, contractors, resellers, dealers, and any third parties designing, manufacturing, selling, repairing or otherwise servicing the goods or services of Assignor.

Signature Page Follows

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

Assignor:

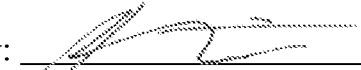
Mary Kay Inc.

By: _____

John D. Wiseman
VP, Deputy General Counsel &
Assistant Corporate Secretary, Mary
Kay Inc.

Assignee:

Allustra Technologies LLC

By: _____

John D. Wiseman
President, Allustra Technologies LLC

EXHIBIT A
TO ASSIGNMENT AGREEMENT

US App Serial Number	US Patent No.	Title
17/175,841	11,642,289	Topical Compositions