

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354196

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Coty Germany GmbH		07/22/2015	gesellschaft mit beschränkter haftung (gmbh): GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beckham Brand Limited		
<b>Street Address:</b>	35-37 Parkgate Road		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	SW11 5NP		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86474217	BEYOND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	704-245-6515		
<b>Email:</b>	bdavis@vlplawgroup.com		
<b>Correspondent Name:</b>	Brian M. Davis		
<b>Address Line 1:</b>	5960 Fairview Rd; Suite 400		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28210		
<b>NAME OF SUBMITTER:</b>	Brian M. Davis		
<b>SIGNATURE:</b>	/Brian M. Davis/		
<b>DATE SIGNED:</b>	09/08/2015		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT

THIS ASSIGNMENT is made the 22<sup>nd</sup> day of July 2015

### BETWEEN:

(1) Coty Germany GmbH, a German company having its registered office at Fort Malakoff Park, Rheinstrasse 4E, 55116 Mainz, Germany (hereinafter called the "Assignor");

-and-

(2) Beckham Brand Limited, whose registered office is at 35-37 Parkgate Road, London, SW11 5NP (hereinafter called the "Assignee").

### WHEREAS;

- (A) The Assignor is the proprietor of certain trademark registrations and applications for the term BEYOND, brief details of which are set forth in Schedule 1 attached hereto (hereinafter collectively called the "Trademarks");
- (B) The Assignee is desirous of obtaining full right and title in and to the Trademarks, subject to the right of the Assignor to use the Trademarks as detailed in the license agreement between the Assignor and Assignee or their respective affiliates dated as of the 1<sup>st</sup> day of October 2004 as amended (the "License Agreement"); and
- (C) The parties hereto agree that the Trademarks should be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

NOW THEREFORE in consideration of the sum of Five Thousand Dollars US (\$5,000) to be paid by

the Assignee to the Assignor (the "Consideration"), the Assignor DOES HEREBY:

1. Assign to the Assignee,
  - a) all of its right, title and interest (including all rights conferred by the registrations thereof and pending applications therefor) in and to the Trademarks, together with all the goodwill associated therewith, attaching to and symbolised by the Trademarks;
  - b) all of its rights to bring proceedings and seek remedies for any infringement of the Trademarks that may occur subsequent to the date hereof;
  - c) to the extent that such rights exist and are not already assigned hereby, all of its right, title and interest in or to the Trademarks existing at common law by virtue of the use thereof;
  - d) to the extent that such rights exist and are not already assigned hereby, all of its rights to institute and maintain proceedings for passing off or equivalent proceedings against any person hereafter wrongfully using the Trademarks and to otherwise be responsible for the enforcement of the Trademarks consistent with the terms of the License Agreement; and
  - e) to the extent that such rights exist and are not already assigned hereby, all of its rights, if any, to file applications corresponding to the Trademarks hereby assigned and to claim priority from those Trademarks.

TO HOLD the same unto and to the use of the Assignee, its successors and assigns absolutely.


2. This Assignment of the Trademarks and the appurtenant rights hereby assigned, is made on an "as is", "where is" basis and the Assignor makes no representations or warranties as to the Trademarks except as expressly set forth herein and in the License Agreement.
3. At the request and the sole cost of the Assignee, the Assignor shall:

- 3.1 provide reasonable assistance to the Assignee in defence of any proceedings by way of opposition to the registration of the Trademarks;
- 3.2 execute all such further documents, forms and authorisations and depose to or swear any declaration or oath as may be reasonably required by the Registrar of trademarks for absolutely vesting full right, title and interest in and to any application for registration or registration of the Trademarks in favour of the Assignee.
4. This Assignment may be executed by the parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, all such counterparts together constituting one and the same instrument.
5. The Consideration shall be paid within thirty (30) days following the full execution of this agreement by a check made payable to Coty Inc., 350 Fifth Avenue, New York, New York 10118, attn.: Ms. Ebony McGleese.
6. This Assignment and its terms shall be governed by and construed in accordance with the laws of England and the parties irrevocably agree that the Courts of England are to have exclusive jurisdiction in relation to any disputes that may arise out of or in connection with this Assignment.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties hereto on  
the date first above written.

Signed for and on behalf of  
Coty Germany GmbH

On this 22<sup>nd</sup> day of July 2015

  
\_\_\_\_\_  
Joseph J. Conklin  
Procurist

  
\_\_\_\_\_  
Elisheva Jasie  
Procurist

Signed for and on behalf of Beckham Brand Limited

on this 3<sup>RD</sup> day of SEPTEMBER 2015

MIKE ↙

Name

MIKE VETREJE

Position DIRECTOR TRADE MARKS

SIGNED UNDER GENERAL POWER OF ATTORNEY  
FROM BECKHAM BRAND LIMITED DATED 25 FEBRUARY 2005

SCHEDULE 1

Mark	Category	Proprietor	Country	Class	Status	Filing Date	Renewal Date	App. No.	Reg. No.
BEYOND	Word	Coty Germany GmbH	European Community	3	REGISTERED	16/07/2010	16/07/2020	9252339	9252339
BEYOND	Word	Coty Germany GmbH	USA	3	PENDING	08/12/2014	Not Yet Assigned	86474217	Not Yet Assigned
BEYOND	Word	Coty Germany GmbH	Canada	3	ALLOWED	01/11/2011	Not Yet Assigned	1510819	Not Yet Assigned