

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529686

<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 US LLC		04/30/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SA Designer Parfums Limited		
<b>Street Address:</b>	Amertrans Park, Bushey Mill Lane		
<b>City:</b>	Watford, Hertfordshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WD24 7JG		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4696457	FIRE BRIGADE	
<b>Registration Number:</b>	4739530	MORNING FIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029042195		
<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>	202-903-2424		
<b>Email:</b>	rshapiro@sasiplaw.com		
<b>Correspondent Name:</b>	RONALD E. SHAPIRO		
<b>Address Line 1:</b>	1300 PENNSYLVANIA AVENUE NW SUITE 700		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Ronald E. Shapiro		
<b>SIGNATURE:</b>	/Ronald E. Shapiro/		
<b>DATE SIGNED:</b>	06/28/2019		
<b>Total Attachments: 7</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated and effective as of 30<sup>th</sup> April, 2018 (this "Assignment"), is by and between Coty US LLC, a Delaware limited liability company, (the "Assignor"), a subsidiary of Coty, Inc., a Delaware Corporation with corporate ID number 2472166 and whose principal executive offices are located at 350 Fifth Avenue, New York, NY (USA) and SA Designer Parfums Limited, a company incorporated in England and Wales under registration number 04198899 and whose registered office is at Amertrans Park, Bushey Mill Lane, Watford, Hertfordshire, WD24 7JG (the "Assignee"). Each of the Assignee and the Assignor are referred to herein as a "Party," and collectively as the "Parties."

### RECITALS

**WHEREAS**, Coty, Inc. and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the Assignee and Coty, Inc.

**WHEREAS**, pursuant to the Purchase Agreement, Coty, Inc. and its affiliates have agreed to sell to the Assignee, and the Assignee has agreed to acquire, among other things, the trademarks set forth on Schedule 1 hereto.

**NOW, THEREFORE**, for good and valuable consideration pursuant to the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Conveyance and Acceptance. In accordance with and subject to the provisions of the Purchase Agreement, effective on the Economic Effect Time, the Assignor hereby with full title guarantee sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby purchases all of the Assignor's right, title and interest in and to (a) the trademarks set forth on Schedule 1 hereto, including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (b) any other registered intellectual property rights owned by Assignor and included in the Business IPR, and (b) any and all right to any causes of action, damages and remedies related to any of the foregoing (together, the "Assigned Trademarks").
2. Defined Terms. Capitalised terms used but not defined in this Agreement shall have the meaning given to such terms in the Purchase Agreement unless the context dictates otherwise.
3. Recordation. At the reasonable request of Assignee, Assignor shall cooperate with Assignee in connection with the recordal of Assignee as the owner of the Assigned Trademarks with the applicable Governmental Entity or registrar, and to that purpose the Assignee shall execute at Assignee's own cost all confirmatory assignments, lawful oaths, and/or any other papers reasonably so required and provided to it by Assignee.
4. Purchase Agreement Controls. This Assignment is and shall be subject to and governed entirely by and in accordance with the terms and conditions of the Purchase

Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement or any representation, warranty or limitation contained therein. To the extent this Assignment conflicts with the Purchase Agreement, the Purchase Agreement will control.

5. Miscellaneous.

- (a) No Third-Party Beneficiaries. Except as otherwise expressly set forth herein, the Assignor and Assignee do not intend that any term of this Assignment should be enforceable by any person who is not a party to this Assignment by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding the foregoing, Assignor and Assignee may amend, vary, waive, terminate or rescind this Assignment at any time and in any way without the consent of any other person.
- (b) Schedules. All Schedules annexed hereto are hereby incorporated in and made a part of this Assignment as if set forth in full herein.
- (c) Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and thereto and their respective successors and assigns.
- (d) Amendment; Waiver of Compliance. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by a duly authorized representative of Assignor and Assignee, or in the case of a waiver, by a duly authorized representative of the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- (e) Counterparts. This Assignment may be executed by one or more of the Parties to this Assignment on any number of separate counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- (f) Headings. The section headings contained in this Assignment or any Schedule annexed hereto are for convenience only and shall not affect or be utilised in construing or interpreting this Assignment.
- (g) Governing Law. This Assignment and the obligations arising hereunder shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to determine any dispute arising in connection with this Assignment (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-

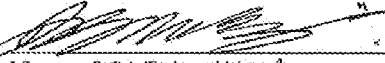
contractual obligations. Notwithstanding the foregoing sentence, nothing in this Assignment (or, unless provided otherwise, any document entered into in connection with it) shall prevent a party from applying to the courts of any other country for injunctive or other interim relief.

- (h) Construction; Severability. If any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment in any other jurisdiction, but this Assignment shall be reformed and construed in any such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein and such provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction provided, however, if any such court refuses to so modify the invalid, illegal or unenforceable provision or the remainder of this Assignment, the Parties shall take such action as may be required to make such modification, such as by executing any amendments which may be required to render such section or this Assignment enforceable to the maximum extent permissible under applicable Law.
- (i) No Partnership or Joint Venture. Nothing contained in this Assignment shall be construed to be or create a partnership or joint venture between Assignee, its successors or assigns, on the one part, and Assignor, and its successors and assigns, on the other part.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have each caused this Assignment to be duly executed as of the date first written above.

SA Designer Parfums Limited, Assignee

By:   
Name: NILESH MEHTA  
Title: DIRECTOR

Coty US LLC, Assignor

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

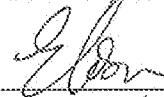
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IN WITNESS WHEREOF, the Parties have each caused this Assignment to be duly executed as of the date first written above.

SA Designer Parfums Limited, Assignee

By: \_\_\_\_\_  
Name:  
Title:

Coty US LLC, Assignor

By:  \_\_\_\_\_  
Name: Elishera Jasie  
Title: VP & Assistant Secretary

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

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TRADEMARK  
REEL: 006680 FRAME: 0890

SCHEDULE 1 TO ASSIGNMENT OF TRADEMARKS

REGISTERED TRADEMARKS

Family Group	Trademark Name	Country	Convention	IC	Status	App. Date	App. No.	Reg. Date	Reg. No.	Next Renewal Due	Applicant/Owner
PLAYBOY	FIRE BRIGADE	Australia	Madrid Protocol	3	Registered	Jul-30-2013	1581065	Jan-07-2014	1581065	Jul-30-2023	COTY US LLC
PLAYBOY	FIRE BRIGADE	China	Madrid Protocol	3	Registered	Jul-30-2013	1174211	Jul-30-2013	1174211	Jul-30-2023	COTY US LLC
PLAYBOY	FIRE BRIGADE	EUTM	Madrid Protocol	3	Registered	Jul-30-2013	1174211	Jul-30-2013	1174211	Jul-30-2023	COTY US LLC
PLAYBOY	FIRE BRIGADE	India	Madrid Protocol	3	Registered	Jul-30-2013	1174211	Jul-30-2013	1174211	Jul-30-2023	COTY US LLC
PLAYBOY	FIRE BRIGADE	Japan	Madrid Protocol	3	Registered	Jul-30-2013	1174211	Jul-30-2013	1174211	Jul-30-2023	COTY US LLC
PLAYBOY	FIRE BRIGADE	Korea (South)	Madrid Protocol	3	Registered	Jul-30-2013	1174211	Jul-30-2013	1174211	Jul-30-2023	COTY US LLC
PLAYBOY	FIRE BRIGADE	Philippines	Madrid Protocol	3	Registered	Jul-30-2013	1174211	Jul-30-2013	1174211	Jul-30-2023	COTY US LLC
PLAYBOY	FIRE BRIGADE	Russia	Madrid Protocol	3	Registered	Jul-30-2013	1174211	Jul-30-2013	1174211	Jul-30-2023	COTY US LLC
PLAYBOY	FIRE BRIGADE	Switzerland	Madrid Protocol	3	Registered	Jul-30-2013	1174211	Jul-30-2013	1174211	Jul-30-2023	COTY US LLC
PLAYBOY	FIRE BRIGADE	USA	National Trademark	3	Registered	Feb-01-2013	85838183	Mar-03-2015	4696457	Mar-03-2025	COTY US LLC
PLAYBOY	FIRE BRIGADE	WIPO	International Trademark	3	Registered	Jul-30-2013	1174211	Jul-30-2013	1174211	Jul-30-2023	COTY US LLC
PLAYBOY	MORNING FIGHT	Australia	Madrid Protocol	3	Registered	Jul-30-2013	1581117	Dec-11-2013	1581117	Jul-30-2023	COTY US LLC
PLAYBOY	MORNING FIGHT	China	Madrid Protocol	3	Registered	Jul-30-2013	1174382	Jul-30-2013	1174382	Jul-30-2023	COTY US LLC
PLAYBOY	MORNING FIGHT	EUTM	Madrid Protocol	3	Registered	Jul-30-2013	1174382	Jul-30-2013	1174382	Jul-30-2023	COTY US LLC
PLAYBOY	MORNING FIGHT	India	Madrid Protocol	3	Pending (Refused)	Jul-30-2013	1174382				COTY US LLC
PLAYBOY	MORNING FIGHT	Japan	Madrid Protocol	3	Registered	Jul-30-2013	1174382	Jul-30-2013	1174382	Jul-30-2023	COTY US LLC



Family Group	Trademark Name	Country	Convention	IC	Status	App. Date	App. No.	Reg. Date	Reg. No.	Next Renewal Due	Applicant/Owner
PLAYBOY	MORNING FIGHT	Korea (South)	Madrid Protocol	3	Registered	Jul-30-2013	1174382	Jul-30-2013	1174382	Jul-30-2023	COTY US LLC
PLAYBOY	MORNING FIGHT	Philippines	Madrid Protocol	3	Registered	Jul-30-2013	1174382	Jul-30-2013	1174382	Jul-30-2023	COTY US LLC
PLAYBOY	MORNING FIGHT	Russia	Madrid Protocol	3	Registered	Jul-30-2013	1174382	Jul-30-2013	1174382	Jul-30-2023	COTY US LLC
PLAYBOY	MORNING FIGHT	Switzerland	Madrid Protocol	3	Registered	Jul-30-2013	1174382	Jul-30-2013	1174382	Jul-30-2023	COTY US LLC
PLAYBOY	MORNING FIGHT	USA	National Trademark	3	Registered	Feb-01-2013	85838189	May-19-2015	4739530	May-19-2025	COTY US LLC
PLAYBOY	MORNING FIGHT	WIPO	International Trademark	3	Registered	Jul-30-2013	1174382	Jul-30-2013	1174382	Jul-30-2023	COTY US LLC
PLAYBOY	PLAY IT PIN UP	Australia	National Trademark	3	Registered	Apr-14-2014	1615923	Nov-05-2014	1615923	Apr-07-2024	COTY US LLC
PLAYBOY	TOUCH TO PLAY	EUTM	Community Trademark	3	Registered	May-15-2015	14064232	Sep-30-2015	14064232	May-15-2025	COTY US LLC