

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BATH & BODY WORKS BRAND MANAGEMENT, INC.		08/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BEAU PEAU, LLC		
Street Address:	145 EAST 32ND, 7TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4925540	ACNOSTAT	
Registration Number:	3655926	DERMOCRACY	
Registration Number:	3581997	MMPI 20	
Registration Number:	3823330	MMPI · 20 INTENSIVE 3-IN-1 SERUM	
Registration Number:	5641274	NIACYL	
Registration Number:	5170801	WHAT'S YOUR SKIN CONCERN?	
Registration Number:	3690701	WHY GET WORK DONE WHEN YOU CAN GET PRODU	
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>			
Phone:	2483584400		
Email:	trademarks@brookskushman.com		
Correspondent Name:	ERICA D. KLEIN		
Address Line 1:	1000 TOWN CENTER, 22ND FLOOR		
Address Line 2:	BROOKS KUSHMAN P.C.		
Address Line 4:	SOUTHFIELD, MICHIGAN 48075		
ATTORNEY DOCKET NUMBER:	PEAU0100A		
NAME OF SUBMITTER:	ERICA D. KLEIN		

CH \$190.00 4925540

SIGNATURE:	/erica d klein/
DATE SIGNED:	08/14/2019
Total Attachments: 4 source=Assignment and Assumption Agreement- Beau Peau#page1.tif source=Assignment and Assumption Agreement- Beau Peau#page2.tif source=Assignment and Assumption Agreement- Beau Peau#page3.tif source=Assignment and Assumption Agreement- Beau Peau#page4.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), dated as of August 1, 2019, between Bath & Body Works Brand Management, Inc., a Delaware corporation ("BBW"), and Beau Peau, LLC, a Delaware limited liability company ("Beau Peau").

WITNESSETH:

WHEREAS the Amended and Restated Consulting and License Agreement dated October 7, 2008, between BBW and Beau Peau (the "Consulting and License Agreement") expired on January 31, 2019;

WHEREAS, during the term of the Consulting and License Agreement, BBW developed certain formulas, trademarks, and packaging;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BBW and Beau Peau agree as follows:

1. BBW hereby transfers, assigns and delivers to Beau Peau all of the right, title and interest of BBW in, to, and under: (a) the trademarks, including the registrations therefor, any rights of publicity pertaining thereto, and the goodwill associated with any of the foregoing; (b) the patent, including the invention covered thereby; (c) the domain names; and (d) the formulas, in each instance listed on the attached Exhibit A (collectively, the "Transferred IP"). ALL WARRANTIES WITH RESPECT TO THE INFORMATION AND/OR PRODUCT RIGHTS TRANSFERRED HEREUNDER, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED BY BBW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

2. Beau Peau does hereby accept all the right, title and interest of BBW in, to and under all of the Transferred IP, and Beau Peau agrees to assume all liabilities related to Beau Peau's use and display of such Transferred IP arising on or after the date of this Agreement; provided, however, that BBW shall remain liable for, and Beau Peau does not assume any liabilities related to: (a) use and/or display of the Transferred IP by or on behalf of BBW; (b) any products or services sold or offered for sale by or on behalf of BBW using or displaying any Transferred IP; or (c) any products sold, offered for sale and/or otherwise distributed by or on behalf of Beau Peau manufactured by or on behalf of BBW using or displaying any Transferred IP.

3. BBW hereby agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by Beau Peau, its successors or assigns, at Beau Peau's expense, to give effect to this Agreement and to vest, perfect, confirm, record or otherwise reflect or give effect to Beau Peau's rights as set forth herein.

4. BBW hereby represents, warrants and covenants that: (a) BBW has the right and authority to enter into and perform this Agreement; (b) BBW has not heretofore assigned, transferred, hypothecated, impaired or otherwise disposed of any of the Transferred IP; (c) as of the date of this Agreement, except for BBW's limited sell-off rights under Section 18(f) of the Consulting and License Agreement, BBW shall terminate all use and display of the Transferred IP, and shall not thereafter claim any rights in or under such Transferred IP; and (d) to the best of BBW's knowledge, there are no claims, actions, suits, proceedings or other impediments, actual or threatened, relating to the Transferred IP.

5. Beau Peau hereby represents, warrants and covenants that Beau Peau has the right and authority to enter into and perform this Agreement.

6. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Bath & Body Works Brand Management,
Inc.

By: 

Name: Timothy J. Faber

Title: Senior Vice President, Treasurer

Beau Peau, LLC

By: 

Name: Patricia Wexler

Title: President

Exhibit A

List of Trademark Registrations

COUNTRY	TRADemark	REG. NO.	REG. DATE	CLASS
United States of America	ACNOSTAT	4925540	5/29/2016	3, 5
United States of America	DERMATOFACT	3655926	7/18/2009	33
Canada	FASTCOPYTON	160605687	6/11/2011	3
United States of America	MMPI 20 (stylized) MMPI • 20	3581997	7/26/2009	3, 5
United States of America	MMPI 20 INTENSIVE 3 IN-1 SERUM MMPI 20 INTENSIVE 3 IN-1 SERUM	3923330	7/20/2010	3
United States of America	MACYL	5641274	1/1/2018	3
United States of America	WHAT'S YOUR SKIN CONCERN?	1170801	1/28/2017	3, 5
United States of America	WHY GET WORK DONE WHEN YOU CAN GET PRODUCTS THAT WORK	3690701	9/29/2009	3, 5

Formulas related to the following Dermatologist Product Line Products

Article	Article Description
22426403	PW .5OZ SPFBRTN 514 WIP_SNOFRAGRANCO0001
22077346	PW 1.7OZ SPFUA_A_S13_SNOFRAGRANCO0001
22007671	PW 1.7OZ 3IN1SPF_S13_SNOFRAGRANCO0001
22006412	PW 1.7OZ SPFBRTMS_S13_SNOFRAGRANCO0001
20178978	PW 3.4OZ MCRBRSDN_PT1_SNOFRAGRANCO0001
20112851	PW 3.4OZ INTNS_NGHT_CRM_SNOFRAGRANCO0001
20068610	PW .25OZ 3N1_EYEMIN_WIP_SNOFRAGRANCO0001
20050516	PW .5oz FIRMLIFTEYE_CREA_SNOFRAGRANCO0001
20043937	PW GlycoPeelRefills_Pouches_NO FRAGRANCE
20043936	PW 5.1oz FW_NewUAACleanserLargeSize
20039097	PW .5oz InstntDePuffEye
20038750	PW .5oz IntenNightRR_Crm
20027741	PW 1.5 OZ SKIN REPAIR CLEAN_NO FRAGRANCE
20027040	PW .5oz_MMPI(New Jar)
20026246	PW 1.7OZ IntenNR_Crm
20002432	PW 100ML_MMPI SERUM
20002373	PW 1oz_MMPI SERUM
	Acnostat Overnight Acne Repair Lotion with MMP

Patent

US 8,435,541, granted on May 7, 2013 (no foreign counterparts)

Domain Names

wexlermd.com
wexlermc.net
wexlermc.com
patriciawexlermd.net
patriciawexlermd.com
patriciawexler.com