

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Faculty World Inc.		09/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESTEE LAUDER INC.		
Street Address:	767 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10153		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6132176	FACULTY	
Registration Number:	6757737	A NEW ERA OF GROOMING	
CORRESPONDENCE DATA			
Fax Number:	2122772355		
<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:	646-651-4854		
Email:	uspto@estee.com		
Correspondent Name:	Derek Morales		
Address Line 1:	110 E. 59th St., 11th Floor		
Address Line 2:	Trademark Department		
Address Line 4:	New York, NEW YORK 10012		
ATTORNEY DOCKET NUMBER:	DOM FACULTY ASSIGNMENT		
NAME OF SUBMITTER:	Derek Morales		
SIGNATURE:	//Derek Morales//		
DATE SIGNED:	10/02/2023		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is entered into and made effective as of September 29, 2023, by and between Estee Lauder Inc., a Delaware corporation (“Assignee”), and Faculty World Inc., a Delaware corporation (the “Company”, and together with Assignee, the “Parties”, and each individually, a “Party”).

A. The Company and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 29, 2023 (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to the terms and conditions of the Purchase Agreement, the Company has agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of the Company, and the Company and Assignee have agreed to execute and deliver this Assignment for recording with any applicable Governmental Authority, including, but not limited to, the United States Patent and Trademark Office (the “USPTO”) and the trademark offices of other countries around the world.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to be effective as of the Closing, the Company irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of the Company’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”);

(b) the internet domain names of the Company listed on Schedule 2 hereto, together with the goodwill connected with the use thereof (collectively, the “Domain Names”);

(c) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. The Company authorizes the Register of Copyrights in the United States Copyright Office, the Commissioner for Trademarks in the USPTO, and any other governmental officials to record and register this Assignment upon request by Assignee. The Company shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any Assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of the Company or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of Assignee. Subject to the preceding sentence, this Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the substantive law of the State of Delaware without giving effect to the principles of conflicts of law thereof.

6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. This Assignment, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or email delivery of a “.pdf” or similar format data file, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” or similar format data file to deliver a signature to this Assignment or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” or similar format data file as a defense to the formation or enforceability of a contract and each Party hereto forever waives any such defense.

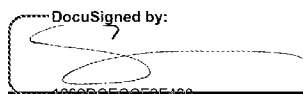
7. Amendment and Modification. This Agreement may be amended by the Parties at any time only by a written instrument signed by each of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties are signing this Agreement as of the date first set forth above.

ASSIGNEE:

ESTEE LAUDER INC.

DocuSigned by:


By:

Name: Shana Randhava


Title: Senior Vice President, New Incubation Ventures

IN WITNESS WHEREOF, each of the Parties are signing this Agreement as of the date first set forth above.

COMPANY:

FACULTY WORLD INC.

DocuSigned by:

By: 
Name: Fenton Jagedo
Title: Chief Executive Officer

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

1. US Registration for FACULTY covering “cosmetics” in Class 3 (No. 6,132,176).
2. International Registration for FACULTY extended to EU, UK and China covering “cosmetics; facial concealer; facial moisturizers; non-medicated lip balms; make-up primer; eyebrow pencils; skin bronzer; cosmetic preparations for skin care; skin moisturizer; skin cleansers; exfoliant creams” in Class 3 (No. 1,601,893).
3. US Registration for A NEW ERA OF GROOMING covering “online retail store services featuring cosmetic and personal grooming products” in Class 35 (No. 6,757,737).

SCHEDULE 2

DOMAIN NAMES

<https://www.faculty.world/>

<https://faculty-shop.myshopify.com/admin/dashboards>

<https://www.instagram.com/facultyworld>

<https://www.tiktok.com/@facultyworld>

<https://twitter.com/facultyworld>

<https://www.linkedin.com/company/facultyworld/>

<https://www.youtube.com/channel/UCH1G3TvucquNm1dCbPvJm5A>