

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338379

<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>
THE KIND GROUP LLC		04/01/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EOS PRODUCTS LLC		
<b>Street Address:</b>	19 W. 44th Street		
<b>Internal Address:</b>	Suite 811		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85934823	EOS	
<b>Registration Number:</b>	3908212	EOS	
<b>Serial Number:</b>	85934814	EOS	
<b>Serial Number:</b>	85934818	EOS EVOLUTION OF SMOOTH	
<b>Registration Number:</b>	4205519	EVOLUTION OF SMOOTH	
<b>Registration Number:</b>	4205520	EVOLUTION OF SMOOTH	
<b>Registration Number:</b>	4190964		
<b>Registration Number:</b>	3788972		
<b>Registration Number:</b>	3687070		
<b>Registration Number:</b>	3702709		
<b>Registration Number:</b>	3690263		
<b>Registration Number:</b>	4661052	VISIBLY SOFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127557306		
<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>	212.326.3939		
<b>Email:</b>	NYTEF@JONESDAY.COM		
<b>TRADEMARK</b>			

CH \$315.00 85934823

**Correspondent Name:** Anna E. Raimer  
**Address Line 1:** 222 East 41st Street  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 989293-600109

**NAME OF SUBMITTER:** Anna E. Raimer

**SIGNATURE:** /Anna E. Raimer/

**DATE SIGNED:** 04/16/2015

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 1, 2015, is made by THE KIND GROUP LLC, a New York limited liability company, with a principal place of business located at 19 W. 44<sup>th</sup> Street, Suite 811, New York, NY 10036 ("Assignor") and EOS PRODUCTS LLC, a New York limited liability company, with a principal place of business located at 19 W. 44<sup>th</sup> Street, Suite 811, New York, NY 10036 (the "Assignee").

WHEREAS, Assignee and Assignor are affiliates;

WHEREAS, Assignee is desirous of acquiring the trademarks listed in Exhibit A hereto and all registrations and applications therefor (collectively, the "Marks"); and

WHEREAS, Assignor is desirous of transferring the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably assign, sell and transfer to Assignee, its successors and assigns, all of its right, title, and interest in and to said Marks, including, without limitation, the trademarks and the trademark registrations and applications therefor, and any renewals thereof, any common law rights to such Marks, all goodwill of the business symbolized by the Marks, and the right to sue and to collect all damages and payments for claims of past, present, and future infringement or misappropriation thereof.

2. Recording of Assignments. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent, as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Further Assurances; Power of Attorney. Assignor agrees that, upon request, it will, at Assignee's expense for any reasonable costs incurred, promptly furnish all necessary documentation relating to or supporting chain of title and confirming Assignee's ownership of all right, title, and interest in and to the Marks, and sign and deliver all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Marks in Assignee, its successors and assigns. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor and to execute and record as its attorney-in-fact such transfer documentation.

4. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) Headings. The headings in this Agreement and in the schedules annexed hereto are inserted for convenience only and shall not control or affect the meaning of any of the provisions hereof.

(c) Severability. If any covenant contained in this Agreement is deemed to be unenforceable in whole or in part for any reason including, but not limited to, by reason of being too broad, or covering too long a period of time, then the same shall be deemed to apply only to the extent allowed by law including, but not limited to, the maximum coverage, or longest period of time, as the case may be, as will not render it unenforceable.

(d) Counterparts. 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. Signature pages transmitted by facsimile or other electronic means shall be deemed to be originals thereof.

(e) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective permitted successors and assigns.

*[Signature Page(s) Follow(s)]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR

THE KIND GROUP LLC

By: \_\_\_\_\_

Name: Jonathan Teller  
Title: Managing Partner




ASSIGNEE

EOS PRODUCTS LLC

By: \_\_\_\_\_

Name: Sanjiv Mehra  
Title: Managing Partner

**SCHEDULE A**

Country	Mark	App No. Reg. No.	App Date Reg. Date	Status
U.S.	EOS	85/934,823	05/17/2013	Pending
U.S.	EOS	76/382,124 3,908,212	03/14/2002 01/18/2011	Registered
U.S.	EOS (Stylized) 	85/934,814	05/17/2013	Pending
U.S.	EOS EVOLUTION OF SMOOTH	85/934,818	05/17/2013	Pending
U.S.	EVOLUTION OF SMOOTH	85/532,959 4,205,519	02/03/2012 09/11/2012	Registered
U.S.	EVOLUTION OF SMOOTH	85/532,967 4,205,520	02/03/2012 09/11/2012	Registered
U.S.	Lip Balm Design 	77/683,522 4,190,964	03/04/2009 08/14/2012	Registered
U.S.	Lip Balm Design (Tall) 	77/978,882 3,788,972  Supplemental Register	03/04/2009 05/11/2010	Registered
U.S.	Pump Bottle Design	77/489,372 3,687,070	06/03/2008 09/22/2009	Registered

Country	Mark	App No. Reg. No.	App Date Reg. Date	Status
				
U.S.	Pump Bottle Design 	77/489,363 3,702,709	06/03/2008 10/27/2009	Registered
U.S.	Pump Bottle Design 	77/489,352 3,690,263	06/03/2008 09/29/2009	Registered
U.S.	VISIBLY SOFT	86/211,530 4,661,052	03/05/2014 12/23/2014	Registered