

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKINourishment, Inc.		11/06/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	BD North American Holdings, LLC		
Street Address:	2084 East 3900 South		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84124		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4988254	SKINOURISHMENT	
Registration Number:	4997015	CLIMBON	
Registration Number:	4988564	RIDICULOUS!	
Registration Number:	5479505	RIDICULOUSLY GOOD SKIN CARE	
Registration Number:	4671457	CROSSFIXE	
Registration Number:	5289606	THERAPY IN A BOTTLE	
Registration Number:	5204476	POLYN	
Registration Number:	5204477	POLYN	
Registration Number:	5221874	100% PLANT BASED	
CORRESPONDENCE DATA			
Fax Number:	2122453009		
<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:	212-541-6222		
Email:	Trademark@kanekessler.com		
Correspondent Name:	Kane Kessler, P.C.		
Address Line 1:	666 3rd Avenue		
Address Line 2:	23rd Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	5098.106		

OP \$240.00 4988254

NAME OF SUBMITTER:	Linda M. Dougherty
SIGNATURE:	/Linda M. Dougherty/
DATE SIGNED:	11/07/2018
Total Attachments: 4 source=Execution Versoin - SKINourishment_Short_Form_TM_Assignment#page1.tif source=Execution Versoin - SKINourishment_Short_Form_TM_Assignment#page2.tif source=Execution Versoin - SKINourishment_Short_Form_TM_Assignment#page3.tif source=Execution Versoin - SKINourishment_Short_Form_TM_Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is entered into and made effective as of November 6, 2018 by and between SKINourishment, Inc., a Texas corporation with a business address of 691 La Buena Vista Drive, Suite B, Wimberley, Texas 78676 (“Assignor”), in favor of BD North American Holdings, LLC, a Delaware limited liability company with a business address of 2084 East 3900 South, Salt Lake City, Utah 84124 (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications in the form more fully described in Schedule A hereto (the “Marks”);

WHEREAS, Assignee, Assignor, and Polly Glasse, an individual who is the majority shareholder of Assignor, have executed that certain Asset Purchase Agreement dated the November 6, 2018 (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor’s right, title and interest in and to all of the Marks and any and all goodwill associated therewith, and all applications and registrations therefor.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, Assignor hereby distributes, transfers, assigns, and otherwise conveys to Assignee, all of Assignor’s right, title, and interest in and to each of the Marks, including priority filing rights, along with the goodwill of the business symbolized by or associated with the Marks and all rights to proceeds of the foregoing, including without limitation, any rights of action by Assignor, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Marks.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor’s right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor acknowledges and agrees that this Assignment is intended for recordation purposes and shall not be considered confidential or subject to any confidentiality or non-disclosure provisions within the Asset Purchase Agreement or elsewhere.

[signature page follows]

IN WITNESS WHEREOF, ASSIGNOR has hereunto executed this instrument as of the date first set forth above.

SKINOURISHMENT, INC.

By: _____


Name: Polly Glasse

Title: President




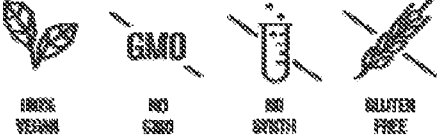
[TRADEMARK ASSIGNMENT SIGNATURE PAGE]

TRADEMARK
REEL: 006477 FRAME: 0758

Schedule A

(Trademarks)

Mark	Registration No.	Registration Date
SKINOURISHMENT	U.S. Reg. 4988254	June 28, 2016
CLIMBON	U.S. Reg. 4997015	July 12, 2016
RIDICULOUS!	U.S. Reg. 4988564	June 28, 2016
RIDICULOUSLY GOOD SKIN CARE	U.S. Reg. 5479505	May 29, 2018
CROSSFIXE	U.S. Reg. 4671457	January 13, 2015
THERAPY IN A BOTTLE	U.S. Reg. 5289606	September 19, 2017
POLYN	U.S. Reg. 5204476	May 16, 2017
	U.S. Reg. 5204477	May 16, 2017
	U.S. Reg. 5221874	June 13, 2017
	n/a	n/a
CLIMB ON!	n/a	n/a
	n/a	n/a

Mark	Registration No.	Registration Date
	n/a	n/a
	n/a	n/a
	n/a	n/a
	n/a	n/a
100% PLANT BASED	n/a	n/a
POLYN BABY	n/a	n/a
DON'T THINK. JUST MOVE!	n/a	n/a
NEVER BE FAR FROM THE BAR	n/a	n/a