

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Excell Brands, LLC		03/30/2018	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Coty Inc.		
Street Address:	350 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10118		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4712810	DIAMOND COLLECTION LUXURIOUS FRAGRANCES	
CORRESPONDENCE DATA			
Fax Number:	2124794375		
<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:	2124794512		
Email:	trademarks@cotyinc.com		
Correspondent Name:	Joseph Conkli		
Address Line 1:	350 Fifth Avenue		
Address Line 4:	New Yor, NEW YORK 10118		
NAME OF SUBMITTER:	Joseph Conklin		
SIGNATURE:	/Joseph Conklin/		
DATE SIGNED:	11/26/2018		
Total Attachments: 3			
source=Coty v. Excell - Trademark Assignment (Canada U.S. and Puerto Rico) (Fully Executed) (2)#page1.tif			
source=Coty v. Excell - Trademark Assignment (Canada U.S. and Puerto Rico) (Fully Executed) (2)#page2.tif			
source=Coty v. Excell - Trademark Assignment (Canada U.S. and Puerto Rico) (Fully Executed) (2)#page3.tif			

CH \$40.00 4712810

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into by and between Excell Brands, LLC, a New Jersey limited liability company with places of business at 295 Durham Avenue, Suite C, South Plainfield, New Jersey 07080 and 3 Independence Way, Suite 114, Princeton, New Jersey 08540 (“Assignor”), and Coty Inc., a Delaware corporation with its principal place of business at 350 Fifth Avenue, New York, New York 10118 (“Assignee”), and is effective as of March 30, 2018 (“Effective Date”).

WHEREAS, Assignor adopted and used in the United States, including Puerto Rico, the DIAMOND COLLECTION and DIAMOND COLLECTION LUXURIOUS FRAGRANCES marks, as well as design marks incorporating those terms (“U.S. Trademarks”) and is the owner of U.S. Trademark Reg. No. 4712810 and Puerto Rican Trademark Reg. No. A-211385-03-1 therefor (“U.S. Registrations”);

WHEREAS, Assignor adopted and used in Canada the DIAMOND COLLECTION and DIAMOND COLLECTION LUXURIOUS FRAGRANCES marks, as well as design marks incorporating those terms (“Canadian Trademarks”) and is the owner of Canadian Trademark Reg. Nos. TMA904021, TMA904022, and TMA870314 therefor (“Canadian Registrations”) (hereinafter, the U.S. Trademarks, U.S. Registrations, Canadian Trademarks, and Canadian Registrations are collectively referred to as the “Intellectual Property”);

WHEREAS, Assignor wishes to assign, grant, and deliver exclusively unto Assignee all of its rights, title, and interest of every kind and nature whatsoever in and to the Intellectual Property, all goodwill relating thereto, and all rights of action and claims for past infringement, dilution, and unfair competition thereof; and

WHEREAS, Assignee desires to acquire all of Assignor’s rights in and to the Intellectual Property as set forth above;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Assignor assigns to Assignee all rights, title, and interest in and to the Intellectual Property, together with all goodwill relating thereto, and all rights of action and claims for past infringement and dilution thereof and unfair competition therewith.
2. Assignor hereby acknowledges and agrees that from and after the Effective Date, Assignee shall be the exclusive owner of the Intellectual Property.

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have executed this Assignment as of the Effective Date.

ASSIGNOR

Excell Brands, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE

Coty Inc.

By: _____

Name: _____

Title: _____

1. Assignor assigns to Assignee all rights, title, and interest in and to the Intellectual Property, together with all goodwill relating thereto, and all rights of action and claims for past infringement and dilution thereof and unfair competition therewith.
2. Assignor hereby acknowledges and agrees that from and after the Effective Date, Assignee shall be the exclusive owner of the Intellectual Property.

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have executed this Assignment as of the Effective Date.

ASSIGNOR

Excell Brands, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE

Coty Inc

By:  _____

Name: Joseph Conklin
Assistant Secretary and Senior Vice

Title: President and Global Deputy General Counsel