

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elizabeth Arden, Inc.		05/07/2020	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Beautyge I
Street Address:	27 Hospital Road
Internal Address:	Cayman Corporate Centre c/o Walkers Corporate Limited
City:	George Town
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-9008
Entity Type:	Company Limited By Shares: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	2027829	CURVE
Registration Number:	2160698	CURVE
Registration Number:	2973691	CURVE CRUSH
Registration Number:	3069386	CURVE WAVE
Registration Number:	5722976	CURVE SPARK
Registration Number:	4583480	ARAZINE
Registration Number:	3183911	CATALYST
Registration Number:	1957908	
Registration Number:	3012294	PREVAGE
Registration Number:	2735029	GG
Registration Number:	1163298	GIORGIO
Registration Number:	1327870	GIORGIO
Registration Number:	1389640	GIORGIO
Registration Number:	1419951	GIORGIO
Registration Number:	1458508	GIORGIO
Registration Number:	1693903	
Registration Number:	1248066	

CH \$1040.00 2027829

Property Type	Number	Word Mark
Registration Number:	1385642	
Registration Number:	1419132	
Registration Number:	1163318	GIORGIO BEVERLY HILLS
Registration Number:	1350214	GIORGIO BEVERLY HILLS
Registration Number:	1460175	GIORGIO BEVERLY HILLS
Registration Number:	2001801	GIORGIO BEVERLY HILLS
Registration Number:	2951581	GIORGIO BEVERLY HILLS
Registration Number:	1526382	RED
Registration Number:	1678246	RED
Registration Number:	1631255	RED
Registration Number:	4734244	
Registration Number:	1275710	WINGS
Registration Number:	1855055	WINGS
Registration Number:	1811374	
Registration Number:	1812638	
Registration Number:	0991685	HALSTON
Registration Number:	2273790	HALSTON
Registration Number:	2602632	UNBOUND
Registration Number:	2967060	Z-14
Registration Number:	1767119	BATH & BODY LUXURIES
Registration Number:	1379973	DESIGN
Registration Number:	2067253	DESIGN
Registration Number:	1584255	PS
Registration Number:	1450275	PS

CORRESPONDENCE DATA

Fax Number:

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.

Email: lfranco@paulweiss.com, aspoto@paulweiss.com,
rschwartz@paulweiss.com

Correspondent Name: Rebecca B. Schwartz

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	2500-0360
NAME OF SUBMITTER:	Rebecca Schwartz
SIGNATURE:	/Rebecca Schwartz/
DATE SIGNED:	05/08/2020

Total Attachments: 7

source=13743709_2_Revlon - Elizabeth Arden Inc - US BrandCo IP Upper-Tier Assignment Agreement (Executed)#page1.tif

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated effective as of May 7, 2020, is by and between Elizabeth Arden, Inc. (the “Assignor”) and Beautyge I (“Assignee”). Assignee and Assignor are referred to herein individually as a “Party” and collectively, as the “Parties.” All capitalized terms used but not defined herein shall have the respective meanings specified in, or incorporated by reference into, the Agreement (defined below).

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Upper Tier Transfer and Contribution Agreement as of the effective date hereof (the “Agreement”) whereby Assignor has agreed to Convey the Transferred Assets to Assignee and Assignee has agreed to acquire the Transferred Assets from Assignor;

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Intellectual Property of Assignor associated with the Transferred Assets (the “Assigned Intellectual Property”) as set forth below; and

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, state trademark offices, other applicable governmental authorities and other registrars the transfer and assignment of the Assigned Intellectual Property by the Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, including, without limitation, the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Grant of Assignment. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, throughout the world, in and to the Assigned Intellectual Property, together with all of the goodwill associated therewith and symbolized thereby, including any applications, registrations, renewals and extensions thereof for the Assigned Intellectual Property, including as further detailed in the attached Exhibit A, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
2. Rights. The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Assigned Intellectual Property and all rights to sue for past, present or future infringement, misappropriation or other violation of the Assigned Intellectual Property, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Assigned Intellectual Property or assist any third party in any of the foregoing.
3. Further Assurances. Assignor will, at Assignor’s sole cost and expense, promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect the rights and interests of Assignee in and to the Assigned Intellectual Property assigned herein.

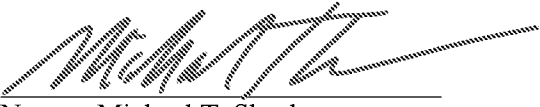
4. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Assignor agrees that this Assignment and any of its rights, interests or obligations hereunder shall not be assigned, directly or indirectly, including, without limitation, by operation of law, without the prior written consent of Assignee. Assignee may freely assign this Assignment and any of its rights, interests or obligations hereunder.
5. Conflict with Agreement. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
7. Electronic Signatures. A signature to this Assignment delivered by email or other electronic means will be deemed valid.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).
9. Amendment. This Assignment may not be amended, modified, waived or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

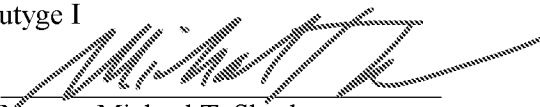
Elizabeth Arden, Inc.

By: 

Name: Michael T. Sheehan
Title: Vice President

ASSIGNEE:

Beautyge I

By: 

Name: Michael T. Sheehan
Title: Director

[Signature Page to Intellectual Property Assignment – Upper Tier]

Exhibit A

Intellectual Property

Trademarks

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
CURVE	74670680	May 8 1995	2027829	Dec 31 1996
CURVE (Stylized)	75335788	Aug 4 1997	2160698	May 26 1998
CURVE CRUSH	78294759	Sep 2 2003	2973691	Jul 19 2005
CURVE WAVE	78482365	Sep 13 2004	3069386	Mar 14 2006
CURVE SPARK	87530503	Jul 17 2017	5722976	Apr 9 2019
ARAZINE	86137152		4583480	Aug 12 2014
CATALYST	78/860226		3183911	Dec 12 2006
FLOWER LOGO	74/655,242		1,957,908	Feb 20 1996
PREVAGE	78/976266		3012294	Nov 1 2005
G (& Stylized 99)	75/665621	Mar 23 1999	2,735,029	Jul 8 2003
GIORGIO	73/241284	Dec 3 1979	1,163,298	Aug 4 1981
GIORGIO	73479205	May 7 1984	1327870	Apr 2 1985
GIORGIO (& Crest Device)	73560787	Sep 30 1985	1389640	Apr 15 1986
GIORGIO (& Crest Device)	73597338	May 7 1986	1419951	Dec 9 1986
GIORGIO (& Crest Device)	73645937	Feb 24 1987	1458508	Sep 22 1987
GIORGIO (Bottle Device 97 bw)	74-087214	Aug 13 1990	1,693,903	Jun 16 1992
GIORGIO (Yellow Stripes Device)	73255955	Mar 31 1980	1248066	Aug 16 1983
GIORGIO (Yellow Stripes Device)	73479058	May 7 1984	1385642	Mar 11 1986
GIORGIO (Yellow Stripes Device)	73597293	May 7 1986	1419132	Dec 2 1986
GIORGIO BEVERLY HILLS	73255956	May 31 1980	1,163,318	Aug 4 1981
GIORGIO BEVERLY HILLS	73479062	May 7 1984	1350214	Jul 23 1985
GIORGIO BEVERLY HILLS	73645941	Feb 24 1987	1460175	Oct 6 1987
GIORGIO BEVERLY HILLS	74529156	May 25 1994	2001801	Sep 17 1996
GIORGIO BEVERLY HILLS (Stylized 95)	78361425	Feb 3 2004	2,951,581	May 17 2005
RED	73704126	Jan 4 1988	1526382	Feb 28 1989
RED	74-128232	Jan 7 1991	1,678,246	Mar 10 1992
RED (& Device)	74-042528	Mar 26 1990	1,631,255	Jan 15 1991
RED (Swirl Device 14 bw)	86255117	Apr 17 2014	4734244	May 12 2015
WINGS	409,346	Jan 14 1983	1275710	May 1 1984

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
WINGS	74/246,464	Feb 14 1992	1855055	Sep 20 1994
WINGS (BOTTLE DEVICE)	74/115,835	Nov 16 1990	1811374	Dec 14 1993
WINGS (BOTTLE DEVICE)	74/115836	Nov 16 1990	1812638	Dec 21 1993
HALSTON	73/011,266	Jan 18 1974	991685	Aug 27 1974
HALSTON	75/429,416	Feb 5 1998	2,273,790	Aug 31 1999
UNBOUND	76/201828	Jan 30 2001	2602632	Jul 30 2002
Z-14	78/426993	May 28 2004	2967060	Jul 12 2005
BATH & BODY LUXURIES (Stylized)	74/246,973	Feb 18 1992	1767119	Apr 27 1993
DESIGN	73/542,581	Jun 12 1985	1379973	Jan 28 1986
DESIGN	75/136,500	Jul 19 1996	2067253	Jun 3 1997
FLOWER LOGO	74/655,242	Apr 3 1995	1,957,908	Feb 20 1996
PS	73802673	May 26 1989	1584255	Feb 27 1990
PS LOGO I	73/614,556	Aug 13 1986	1450275	Aug 4 1987

Copyrights

TITLE	REG. DATE	REG. NO.
Visible difference Lip-fix creme with Primilin II	8/3/1983	TX0001144376
Elizabeth Arden invents skin care for your lips!	8/3/1983	TX0001144375
Elizabeth Arden announces Lip-fix, a breakthrough lip treatment creme	8/3/1983	TX0001144377

Patents

TITLE	APP. NO.	FILING DATE	PATENT NO.	ISSUE DATE
TOPICAL COMPOSITIONS AND METHODS FOR EPITHELIAL-RELATED CONDITIONS	11151174	Jun 13, 2005	8338648	Dec 25, 2012
TOPICAL COMPOSITIONS AND METHODS FOR EPITHELIAL-RELATED CONDITIONS	12968800	Dec 15, 2010	8334413	Dec 18, 2012
COSMETIC COMPOSITION FOR STRESSED SKIN UNDER EXTREME CONDITIONS	09880245	Jun 13, 2001	6649178	Nov 18, 2003
DEVICE, KIT AND METHOD FOR SELECTING PERSONALIZED COLOR COSMETICS	09879520	Jun 12, 2001	6603550	Aug 5, 2003
TOPICALLY APPLIED IDEBENONE-CONTAINING AGENT WITH PROTECTIVE AND REGENERATIVE EFFECT	10030842		6756045	38167
SKIN TREATMENTS WITH CARBOXYLIC ACID-SUBSTITUTED IDEBENONE DERIVATIVES	12574135		8173703	41037
SKIN TREATMENTS CONTAINING CARBOXYLIC ACID-SUBSTITUTED IDEBENONE DERIVATIVES AND METHODS OF PREPARATION AND USE THEREOF	13349651		8354550	41289
COMPOSITIONS CONTAINING CARBOXYLIC ACID-SUBSTITUTED DERIVATIVES	13714136		9290436	42451

TRADEMARK

REEL: 006933 FRAME: 0949

RECORDED: 05/08/2020