

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beauty in the Raw, LLC		09/09/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	CPC Intellectual Property, Inc.		
Street Address:	2 Cumberland Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11205		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6522804	BEAUTY IN THE RAW	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	adivino@cozen.com		
Correspondent Name:	Amy F. Divino, Cozen O'Connor		
Address Line 1:	3 WTC, 175 Greenwich Street		
Address Line 2:	55th Floor		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	David W. Rome		
SIGNATURE:	/David W. Rome/		
DATE SIGNED:	09/30/2022		
Total Attachments: 5			
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OP \$40.00 6522804

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of the latest signature date indicated in the signature block at the end of this Assignment (the “**Effective Date**”), by and between Beauty in the Raw, LLC DBA Beauty in the Raw, a Georgia limited liability company (“**Assignor**”), and CPC Intellectual Property, Inc., a New York corporation (“**Assignee**”), each individually referred to as a “**Party**” and collectively the “**Parties**.”

WHEREAS, in connection with the TRADEMARK SETTLEMENT AGREEMENT dated September 13, 2021, between Assignor and Assignee (the “**Agreement**”), certain trademark rights owned by Assignor are to be transferred to Assignee, specifically the BEAUTY IN THE RAW trademark, and the application together with the eventual registration resulting therefrom identified in Schedule A attached hereto (the “**Assigned Trademark**”); and

WHEREAS, the Parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to the Assigned Trademark and the goodwill associated therewith and symbolized thereby to Assignee;

NOW, THEREFORE, for good and valuable consideration recited in the Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to the Assigned Trademark, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor’s right, title and interest in and to any and all trademark rights related to the Assigned Trademark including, but not limited to, the trademark, trademark application, and eventual trademark registration listed in Schedule A, and including all state and common law rights and any and all rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Assigned Trademark, and the registration and application therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned Trademark, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned Trademark hereunder and, if appropriate, to assure that the transfer of the Assigned

Trademark is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office all at the Assignee's sole expense.

3. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

Beauty in the Raw, LLC

By: Rachel W. Powell

Name: Rachel Powell

Title: Managing Member

Date: 9/9/2022

ASSIGNEE:

CPC Intellectual Property, Inc.

By: _____

Name: Steven Eisenstadt

Title: President & CEO

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

Beauty in the Raw, LLC

By: _____

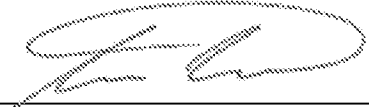
Name: Rachel Powell

Title: Managing Member

Date: _____

ASSIGNEE:

CPC Intellectual Property, Inc.

By:  _____

Name: Steven Eisenstadt

Title: President & CEO

Date: _____

SCHEDULE A

Jurisdiction	Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date
United States	BEAUTY IN THE RAW	87/725,446	12/18/2017	6,522,804	10/19/2021