

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MARS Holding Company, LLC		10/08/2012	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Waxing the City Franchising, LLC
Street Address:	1221 Eastlake Court
City:	Loveland
State/Country:	COLORADO
Postal Code:	80537
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85179350	CEROLOGIST
Registration Number:	3562047	WAXING THE CITY
Registration Number:	3694430	WAXING UNIVERSITY
Registration Number:	3622115	CEROLOGIST: EXPERT IN WAX
Registration Number:	3586657	CEROLOGY: ART OF THE NEW YOU
Registration Number:	3828338	ONE WAY
Registration Number:	3828337	
Registration Number:	3872498	
Registration Number:	3872425	
Registration Number:	3924079	CERAZUL

CORRESPONDENCE DATA

Fax Number: 9528421742

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Email: ipgroup@larkinhoffman.com
Correspondent Name: Molly Eichten
Address Line 1: 1500 Wells Fargo Plaza
Address Line 2: 7900 Xerxes Avenue South
Address Line 4: Minneapolis, MINNESOTA 55431

ATTORNEY DOCKET NUMBER:	WAXING THE CITY - NEW
NAME OF SUBMITTER:	Molly T. Eichten
Signature:	/Molly T. Eichten/
Date:	10/30/2012
Total Attachments: 2 source=Image001#page1.tif source=Image002#page1.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is executed by MARS Holding Company, LLC, a Colorado limited liability company ("Assignor"), in favor of Waxing the City Franchising, LLC, a Colorado limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Contribution Agreement dated October 8, 2012 (the "Effective Date") under which certain assets, including the marks listed on the attached Exhibit A, which is made a part hereof (the "Marks"), and associated goodwill, will be transferred.

NOW, THEREFORE, in furtherance of the Asset Purchase and Contribution Agreement, and effective as of the Effective Date, Assignor hereby transfers, sells, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Marks, together with all of the goodwill of the business in connection with which the Marks are used and intended to be used, along with all applications and registrations for the Marks, all income, royalties, damages and payments now and hereafter due and/or payable to Assignor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof and all rights to sue for past, present and future infringements or misappropriations of any of the foregoing, as fully and entirely as the same would have been held and enjoyed by Assignor had this transfer and assignment not been made.

ASSIGNOR:
MARS HOLDING COMPANY, LLC

By: Robin Schoh





Name: ROBIN SCHOH

Title: Managing Member / President

1425306.1

EXHIBIT A

U.S. Federal Registrations and Pending Application:

Mark	Registration or Serial Number
WAXING THE CITY	3,562,047
WAXING UNIVERSITY	3,694,430
CEROLOGIST: EXPERT IN WAX	3,622,115
CEROLOGY: ART OF THE NEW YOU	3,586,657
	3,828,338
	3,828,337
	3,872,498
	3,872,425
CERAZUL	3,924,079
CEROLOGIST	85/179,350

1425306.1