

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HOWARD BRAUNER | | 11/05/2013 | INDIVIDUAL: UNITED STATES |
| BG PRODUCTS LLC | | 11/05/2013 | LIMITED LIABILITY COMPANY: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | UNIVERSAL BEAUTY PRODUCTS INC | | |
| Street Address: | 500 WALL STREET | | |
| City: | GLENDALE HEIGHTS | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60139 | | |
| Entity Type: | CORPORATION: ILLINOIS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85553372 | BALD GUYZ | |
| Serial Number: | 85595514 | BUMP DEFENSE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8475172925 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 847-517-3696 | | |
| Email: | BRIAN@BHWHANG.COM | | |
| Correspondent Name: | BYUNG H WHANG | | |
| Address Line 1: | 1111 PLAZA DRIVE SUITE 755 | | |
| Address Line 4: | SCHAUMBURG, ILLINOIS 60173 | | |
| NAME OF SUBMITTER: | BYUNG H WHANG | | |
| Signature: | /BYUNG H. WHANG/ | | |

OP \$65.00 85553372

Date:

12/13/2013

Total Attachments: 2

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SCHEDULE 3

**TRADEMARK, DOMAIN NAME AND INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

THIS TRADEMARK, DOMAIN NAME AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is entered this 5 day of November, 2013 (the "Effective Date"), by and between BG PRODUCTS, LLC, a New Jersey limited liability company ("Seller") and UNIVERSAL BEAUTY PRODUCTS, INC., an Illinois corporation ("Purchaser"). Seller and Purchaser are sometimes collectively hereinafter referred to as the "Parties," or individually as a "Party."

WHEREAS, Seller owns all right, title and interest in and to the Bald Guyz® , Bump Defense® and Comando trademarks, and all pending applications and registrations therefore (collectively the "Marks");

WHEREAS, Seller owns all right, title and interest in and to certain internet domain names marketing and selling Bald Guyz®, Bump Defense® and Comando products (collectively the "Domain Names"); and intellectual property related thereto, including the product formulations, trade dress, and any licenses or agreements (collectively the "Intellectual Properties"); and

WHEREAS, Seller desires to assign and Purchaser desires to acquire all of Seller's right, title and interest in and to the Marks, Domain Names and Intellectual Properties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Seller hereby sells, assigns, transfers and conveys to Purchaser and Purchaser hereby accepts from Seller all of Seller's right, title and interest in and to the Marks, Domain Names and Intellectual Properties together with the goodwill of the business connected with and symbolized by the Marks, Domain Names and Intellectual Properties.
2. Seller represents and warrants that:
 - (i) Seller owns the entire right, title and interest in and to the Marks, Domain Names and Intellectual Properties;
 - (ii) Except as set forth on Schedule 1.2 of the Business Asset Purchase Agreement by and between the Parties of even date herewith, Seller has not licensed, assigned, granted or conveyed to any other person or entity, either expressly or impliedly,

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any rights and/or interest with respect to the Marks, Domain Names or Intellectual Properties;

- (iii) Except as set forth on Schedule 1.2 of the Business Asset Purchase Agreement by and between the Parties of even date herewith, there are no liens or security interest against the Marks, Domain Names or Intellectual Properties; and
- (iv) Seller has all authority necessary to enter into this Assignment and to execute and deliver this Assignment.

3. At any time, and from time to time after the Effective Date, at Purchaser's request, Seller shall, at Purchaser's expense, execute and deliver such documents or instruments as Purchaser may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment of title in Marks to Purchaser and to confirm or record Purchaser's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Seller further agrees to execute, at Purchaser's expense, any documents or instruments reasonably necessary to effectuate the assignment and transfer of the Domain Names and Intellectual Properties to Purchaser or to confirm Purchaser's ownership of such.
4. This Assignment contains the entire understanding of the Parties and shall supersede all other oral or written agreements or understanding between the Parties. This Assignment shall not be modified, altered or changed except upon the express written consent of the Parties. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns. Each Party to this Assignment represents and warrants that its execution and performance of this Assignment does not violate any agreement, court order or other covenant or restriction binding upon that Party. If any provision of this Assignment is invalid, illegal or unenforceable, such provision shall be of no force and effect without affecting in any way the remaining provisions of this Assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed on the date above first written.

SELLER:

BG PRODUCTS, LLC.

By:  11/5/13

PURCHASER:

UNIVERSAL BEAUTY PRODUCTS, INC.

By: 

