

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tommaso Di Maio		03/21/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	The Treadstone Group, Inc.		
Street Address:	388 North Highway 16, Suite B		
City:	Denver		
State/Country:	NORTH CAROLINA		
Postal Code:	28037		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3439430	HYDRALURE	
CORRESPONDENCE DATA			
Fax Number:	203621340		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-223-8200		
Email:	docketing@paulipgroup.com		
Correspondent Name:	Louis C. Paul		
Address Line 1:	299 Park Avenue		
Address Line 2:	6th Floor		
Address Line 4:	New York, NEW YORK 10171		
ATTORNEY DOCKET NUMBER:	HYDRALURE		
NAME OF SUBMITTER:	Louis C. Paul		
SIGNATURE:	/LCP/		
DATE SIGNED:	03/27/2014		
Total Attachments: 2			
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source=Trademark Assignment - Di Maio to Treadstone#page2.tif			

OP \$40.00 3439430

Exhibit A – Trademark Assignment

This Trademark Assignment is made effective as of March 11, 2014, from TOMMASO DI MAJO, an individual having a correspondence address of 223 Northwest 41st Avenue, Deerfield Beach, Florida 33442 (“Assignor”), to THE TREADSTONE GROUP, INC., a corporation organized and existing under the laws of the State of North Carolina, having a correspondence address of 388 North Highway 16, Suite B, Denver, North Carolina 28037 (“Assignee”):

WHEREAS, Assignor is the owner of U.S. Trademark Registration No. 3,439,430 for the mark HYDRALURE in connection with skin care products, namely, non-medicated skin care preparations; color cosmetics (the “Products”).

U.S. Trademark Registration No. 3,439,430 is referred to as the “Registration”, and HYDRALURE is referred to as the “Mark”;

WHEREAS, Assignor is the owner of the goodwill associated with the Registration and the Mark; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Registration and the Mark.

NOW, THEREFORE, in consideration of the payment of Twenty-Thousand Dollars (\$20,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, and delivers to Assignee:

- (1) U.S. Trademark Registration No. 3,439,430 and all of Assignor’s right, title, and interest of whatever kind in and to the Registration and the Mark, together with the goodwill of the business relating to the Products in connection with, and on which, the Mark is used; and
- (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and
- (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Assignor represents that:

- (a) Apart from the rights set out in the HYDRALURE® Trademark Purchase and Limited License / Sell-Through Agreement executed concurrently herewith by and among Assignee and A Pro Makeover, Inc. (“APM”) for the limited purpose of allowing APM a period of thirty (30) days to sell through its existing inventory branded with the Mark, U.S. Trademark Registration No. 3,439,430 is owned both legally and beneficially by Assignor, free from any third party rights, and there is no other agreement or commitment in connection with or affecting the Registration; and
- (b) No option, right to acquire, mortgage, charge, pledge, lien or other form of security or encumbrance or equity on, over or affecting the Registration is outstanding and, and such no claim has been made by any other person; and
- (c) To the best of its knowledge, Assignor knows of (i) no third party that has infringed the Registration or used the Mark without a license from Assignor, (ii) no third party is currently infringing the Registration, (iii) the Mark does not conflict or interfere with any trademark or trade name owned or used by any other person, and there is no action, pending or threatened, alleging the same (iv) no event or circumstance (including a failure to exercise adequate

quality controls or an assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or could reasonably be expected to result in, abandonment of the Registration.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark.

This Assignment shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of New York, without regard to its choice or conflict of laws rules.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment, as of the day and year first above written.

TOMMASO DI MAIO, Individually

Date: 3-21-14

By:

Tommaso Di Maio

Name:

Tommaso Di Maio