

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	12/30/2013		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M3 Cosmetics Labs, LLC		04/21/2014	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M3 Cosmetics Labs (USA), LLC		
<b>Street Address:</b>	58 Vigne Blvd.		
<b>City:</b>	Little Rock		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72223		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARKANSAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3941982	ARGANICS	
<b>Registration Number:</b>	4109334	NEXSHEEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3303764577		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	330.849.6641		
<b>Email:</b>	sketler@ralaw.com		
<b>Correspondent Name:</b>	Suzanne K. Ketler		
<b>Address Line 1:</b>	222 South Main Street		
<b>Address Line 2:</b>	Roetzel & Andress		
<b>Address Line 4:</b>	Akron, OHIO 44308		
<b>ATTORNEY DOCKET NUMBER:</b>	111002.0096		
<b>NAME OF SUBMITTER:</b>	Suzanne K. Ketler		
<b>SIGNATURE:</b>	/Suzanne K. Ketler/		
<b>DATE SIGNED:</b>	04/21/2014		
<b>Total Attachments: 3</b>			
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**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment"), effective as of December 30, 2013, is made and entered into by and between **M3 COSMETICS LABS, LLC.**, a limited liability company organized and existing under the laws of the State of Florida and having a business address of 330 Carswell Avenue, Holly Hill, Florida, 32117-4416 ("Assignor"), and **M3 COSMETICS LABS (USA), LLC**, a limited liability company organized and existing under the laws of the State of Arkansas and having a business address of 58 Vigne Blvd., Little Rock, Arkansas, 72223 ("Assignee", together with Assignor, the "Parties").

**WHEREAS**, Assignor has adopted and is using the trademarks listed on Schedule A attached hereto and incorporated herein by reference (the "Trademarks"), and desires to assign and transfer the Trademarks and the goodwill of the business symbolized by and associated with them to Assignee; and

**WHEREAS**, Assignee desires to acquire the Trademarks and their associated goodwill;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows.

1. As of December 30, 2013, Assignor hereby assigns to Assignee and Assignee hereby accepts:

(a) the full right, title, and interest in and to the Trademarks, including without limitation all U.S. registrations therefor as set forth on Schedule A hereto, and the goodwill of the business associated with and symbolized by the Trademarks; and

(b) all rights, interests, claims, demands, and damages, recoverable in law or in equity, that Assignor has or may have for past, present, and future infringements of the Trademarks, including without limitation, the right to compromise and to sue for and collect profits and damages, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor agrees to execute such other documents or instruments and take such reasonable actions as may be reasonably requested by Assignee to effectuate the Assignment of the Trademarks as set forth herein.

3. This Assignment may be executed and delivered (including by facsimile or pdf transmission) in one or more counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and same instrument. Portable Document Format (PDF) signatures shall be deemed to be original signatures.

**IN WITNESS WHEREOF**, the undersigned have executed this Nunc Pro Tunc Trademark Assignment as of the dates set forth below.

[Signatures on the following pages]

A handwritten signature in black ink, appearing to be 'M3' or similar, with a stylized flourish below it.

ASSIGNOR

M3 COSMETICS LAB, LLC

By:

William F. Jennings

Name: William F. Jennings

Title: Manager

Date:

4-21-2014

ASSIGNEE

M3 COSMETICS LABS (USA), LLC

By:

Martha H. Joshua

Name: Martha H. Joshua

Title: President

Date:

4-21-2014

**SCHEDULE A**

<b><u>JURISDICTION</u></b>	<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>
U.S.	ARGANICS	3,941,982
U.S.	NEXSHEEN	4,109,334

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*WJ*