

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321304

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	8

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROFESSIONAL PRODUCTS UNLIMITED INC		07/03/2014	CORPORATION: GEORGIA
B & J SALES AND MARKETING INC		07/03/2014	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	UNIVERSAL BEAUTY PRODUCTS INCORPORATED
Street Address:	500 WALL STREET
City:	GLENDALE HEIGHTS
State/Country:	ILLINOIS
Postal Code:	60139
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4102468	JAMAICAN MANGO & LIME
Registration Number:	2664840	JAMAICAN MANGO & LIME
Registration Number:	3225954	GROGANICS
Registration Number:	4262484	LOVE MY BABY NATURALS
Registration Number:	4251235	NICE & CURLY
Registration Number:	4209388	TRANSITION NATURAL
Serial Number:	86252000	III SISTERS OF NATURE THE "CLEANER" HAIR
Serial Number:	85427455	III SISTERS OF NATURE THE "CLEANER" HAIR

CORRESPONDENCE DATA

Fax Number: 8475173696

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.

Phone: 847-517-3696

Email: SEUNG@BHWHANG.COM

Correspondent Name: SEUNG WON KWON

Address Line 1: 1100 HICKS ROAD UNIT C

Address Line 4: ROLLING MEADOWS, ILLINOIS 60008

TRADEMARK

NAME OF SUBMITTER:	SEUNG WON KWON
SIGNATURE:	/SEUNG WON KWON/
DATE SIGNED:	10/27/2014
Total Attachments: 7 source=Intellectual_Property_Assignment[1] -PPU to UBP#page1.tif source=Intellectual_Property_Assignment[1] -PPU to UBP#page2.tif source=Intellectual_Property_Assignment[1] -PPU to UBP#page3.tif source=Intellectual_Property_Assignment[1] -PPU to UBP#page4.tif source=Intellectual_Property_Assignment[1] -PPU to UBP#page5.tif source=Intellectual_Property_Assignment[1] -PPU to UBP#page6.tif source=Intellectual_Property_Assignment[1] -PPU to UBP#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is executed this 3rd day of July, 2014, by Professional Products Unlimited, Inc., a Georgia corporation ("PPU"), B&J Sales and Marketing, Inc. (together with PPU, the "Assignors") in favor of Universal Beauty Products Incorporated, an Illinois corporation (the "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of June 10, 2014, by and between the Assignors and the Assignee (the "Asset Purchase Agreement"), Assignors have agreed to sell and Assignee has agreed to purchase the Purchased Assets (as defined in the Asset Purchase Agreement), including, but not limited to: the Brand Intellectual Property (as defined in the Asset Purchase Agreement); all copyrights, copyright applications and copyright registrations, including without limitation those applications and registrations identified on Schedule A hereto (collectively, the "Copyrights"); all patents and patent applications, including without limitation those patents and patent applications described on Schedule A hereto (collectively, the "Patents"); all trademarks, service marks, trade names, trade dress, trademark applications and trademark registrations, including without limitation those described on Schedule A hereto (collectively, the "Trademarks"); and all domain names and domain name registrations, including without limitation those described on Schedule A hereto (collectively, the "Domain Names") (collectively, the Brand Intellectual Property, the Copyrights, the Patents, the Trademarks and the Domain names shall be referred to herein as the "Assigned Intellectual Property");

WHEREAS, the Assignors and Assignee desire that the assignment of said rights be made of record in the United States Patent and Trademark Office (where applicable), that the assignment of said rights be made of record in the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office, and that the assignment of the domain names be made of record with the appropriate domain name registrar (where applicable);

NOW, THEREFORE, for good and valuable consideration, 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. Assignors hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee and its successors and assigns all of Assignors' right, title and interest in and to all of Assignors' Assigned Intellectual Property, whether owned by Assignors individually or jointly, including all rights to damages and profits, due or accrued, arising out of past infringements of the Assigned Intellectual Property, and the right to sue for and recover the same, all free and clear of all liens, claims, security interests and other encumbrances, including the following assignments:

(a) Assignors hereby assign, transfer and deliver to Assignee, all right, title and interest in and to the Trademarks, whether owned individually or jointly, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, all free and clear of all liens, claims, security interests and other encumbrances.

(b) Assignors hereby assign, transfer and deliver to Assignee all right, title, and interest in and to the Copyrights, whether owned individually or jointly, including all registrations and applications, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of

past infringements of said Copyrights and the right to sue for and recover the same, all free and clear of all liens, claims, security interests and other encumbrances. Assignors hereby irrevocably waive any claim that Assignors have or may have under any theory of moral or natural rights or any rights of attribution under the copyrights law of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) Assignors hereby assign, transfer and deliver to Assignee the full, exclusive, and entire right, title, and interest, whether owned individually or jointly, in and to the United States Patents, including any provisional rights therein, in and to any and all divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, preparatory to obtaining letters patent of the United States therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of the United States Patents, and the right to sue for and recover the same, all free and clear of all liens, claims, security interests and other encumbrances; and Assignors hereby request the United States Patent and Trademark Office to issue any and all letters patent of the United States resulting from said applications, or from divisions, continuations, or reissues thereof, to Assignee, as the assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives.

(d) Assignors hereby assign, transfer and deliver unto Assignee the full, exclusive, and entire right, title, and interest, whether owned individually or jointly, in and to any foreign Patents, including any and all foreign patent applications or foreign patents corresponding to said any United States Patents, in whole or in part, and including any provisional rights therein, in and to any letters patent and similar protective rights granted on said foreign patents or foreign patent applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign patent applications under the terms of any applicable conventions, treaties, statutes, or regulations, and all rights to damages and profits, due or accrued, arising out of past infringements of the foreign Patents, and the right to sue for and recover the same, all free and clear of all liens, claims, security interests and other encumbrances; said foreign applications to be filed, and said foreign patents to be issued, in the name of Assignee, or its designee insofar as permitted by applicable law.

(e) Assignors hereby assign to the Assignee all right, title and interest in and to the Domain Names, whether owned individually or jointly, together with the goodwill of the business symbolized by the Domain Names, including all rights to damages and profits, due or accrued, arising out of past infringements of the Domain Names, and the right to sue for and recover the same, all free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. Assignors hereby agree to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Assigned Intellectual Property, and Assignors agree to execute and deliver all documents and to take all such other actions as 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 fully with Assignee to perfect the transfer of the Assigned Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Assigned Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office. Assignors further agree that all necessary records of Assignors to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to Assignee, in the event such records are needed in connection with any of the assigned letters patent or applications for letters patent.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Georgia without regard to its conflict of laws doctrines.

4. Delivery of Tangible Items. Assignors shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Assigned Intellectual Property, if any, that are in the possession or control of Assignors.

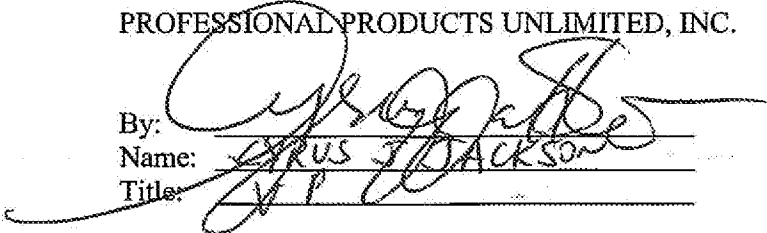
5. Maintenance. Assignors agree that it has and shall instruct its attorneys and agents who maintain and prosecute the Assigned Intellectual Property to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned Intellectual Property in force and in effect in the interim until Assignee takes full control over the prosecution and maintenance of the Assigned Intellectual Property.

[Signature page follows.]

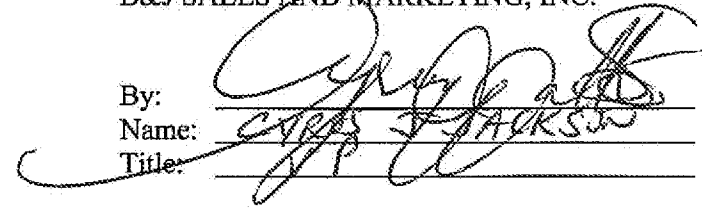
IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNORS:

PROFESSIONAL PRODUCTS UNLIMITED, INC.

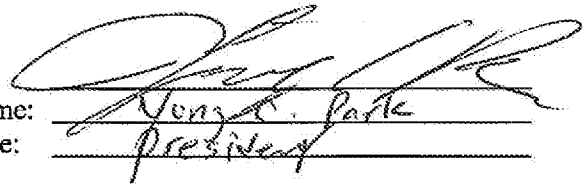
By: 
Name: CYRUS J. JACKSON
Title: VP

B&J SALES AND MARKETING, INC.

By: 
Name: CYRUS J. JACKSON
Title: VP

ASSIGNEE:

UNIVERSAL BEAUTY PRODUCTS INCORPORATED


By: 
Name: Yong C. Park
Title: President


[Signature Page to the Intellectual Property Assignment]

SCHEDULE A

Trademarks

Country	Mark	App. No. / Reg. No.	Filing Date / Reg. Date	Class/Goods	Status
US	JAMAICAN MANGO & LIME	85/371827 4,102,468	July 14, 2011 February 21, 2012	Int'l Class 3 Hair care products, namely, shampoos, conditioners, hair oils, lotions and sprays for braided hair; and perfumes, colognes and cosmetic preparations for use in skin care	Registered
US	JAMAICAN MANGO & LIME	76/346803 2,664,840	December 10, 2001 December 17, 2002	Int'l Class 3 Hair care products, composed in part of mango and lime, namely, shampoos, conditioners, hair oils, lotions and sprays for braided hair; and perfumes, colognes and cosmetic preparations for use in skin care, all of which are composed in whole or in part of mango and lime	Registered (Supplemental)
US	GROGANICS	78/718441 3,225,954	September 22, 2005 April 3, 2007	Int'l Class 3 Hair care products, namely, shampoos, conditioner, hair oils, lotions and sprays for braided hair; perfumes, colognes and cosmetic preparations for skin care	Registered
Int'l	GROGANICS	A0027676 1,104,770	December 20, 2011	Int'l Class 3 Hair care products, namely, shampoos, conditioner, hair oils, lotions and sprays for braided hair; perfumes, colognes and cosmetic preparations for skin care	Registered
CN	GROGANICS	Unknown	Unknown		Registered
JP	GROGANICS	1,104,770	October 19, 2012		Registered
KR	GROGANICS	40-2013- 0008185	April 23, 2013		Registered

Country	Mark	App. No. / Reg. No.	Filing Date / Reg. Date	Class/Goods	Status
KR	<i>groganics</i> 그로가닉스	40- 09468320000	January 2, 2013		Registered
US	LOVE MY BABY NATURALS	85/499297 4,262,484	December 19, 2011 December 18, 2012	Int'l Class 3 Hair care products, namely, shampoos, conditioners, hair oils, lotions and sprays for braided hair; hair creams; hair styling preparations; hair care preparations; hair nourishers, all made in whole or in substantial part of natural ingredients	Registered
US	NICE & CURLY	85/439047 4,251,235	October 4, 2011 November 27, 2012	Int'l Class 3 Hair care creams; hair care lotions; hair care preparations; hair cleaning preparations; hair conditioners; hair creams; hair curling preparations; hair dressings for men; hair dressings for women; hair gels; hair lotions; hair nourishers; hair oils; hair pomades; hair shampoos and conditioners; hair styling gel; hair styling preparations; all for use by people of color, and not including hair coloring preparations	Registered
US	TRANSITION NATURAL	85/525876 4,209,388	January 26, 2012 September 18, 2012	Int'l Class 3 Hair care products, namely, shampoos, conditioners, hair oils, lotions and sprays for braided hair; hair creams; hair styling preparations; hair care preparations; hair nourishers	Registered
US	III SISTERS OF NATURE THE "CLEANER" HAIR CARE PRODUCTS & Design 	86/252000	April 15, 2014	Int'l Class 3 Hair care products, namely, hair creams, conditioners, shampoos; hair styling preparations; hair care preparations; hair nourishers	Pending

Country	Mark	App. No. / Reg. No.	Filing Date / Reg. Date	Class/Goods	Status
US	III SISTERS OF NATURE THE "CLEANER" HAIR CARE PRODUCTS 100% NATURAL  III SISTERS OF NATURE <small>THE CLEANER HAIR CARE PRODUCTS</small> 100% NATURAL	85/427455	September 20, 2011	Int'l Class 3 Hair nourishers; Hair styling preparations	Abandoned
	SALON FINISH	N/A	N/A		In Use
	ROBERT'S DIAMOND BOND	N/A	N/A		In Use

Copyrights

None.

Patents

None.

Domain Names

Jamaican Mango & Lime
 JML Black Castor Oil
 Groganics
 Robert's Diamond Bond
 III Sisters of Nature
 Nice & Curly
 JML Transition Natural
 Love My Baby
 Salon Finish