

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335431

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cosmetic Laboratories of America, LLC		12/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KAB Brands, LLC		
<b>Street Address:</b>	1909 South Waukegan Road		
<b>City:</b>	Waukegan		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60085		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1144631	APHOGEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125511101		
<i>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.</i>			
<b>Phone:</b>	312-551-8300		
<b>Email:</b>	ipdocket@pfs-law.com		
<b>Correspondent Name:</b>	Patzik, Frank & Samotny Ltd.		
<b>Address Line 1:</b>	150 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	6489-001		
<b>NAME OF SUBMITTER:</b>	Jordan Herzog		
<b>SIGNATURE:</b>	/Jordan Herzog/		
<b>DATE SIGNED:</b>	03/18/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

WHEREAS, pursuant to certain Trademark Assignment and Assumption Agreements set (collectively, the "Original Assignment Agreements"), Cosmetic Laboratories of America, LLC, a Delaware limited liability company ("Assignor"), acquired from Conopco, Inc., a New York corporation ("Seller"), certain Trademarks (define below), all of which related to Seller's Aphogee line of business; and

WHEREAS, the Assignor and KAB Brands, LLC, an Illinois limited liability company ("Assignee"), desire to transfer all of the Marks to Assignee, all pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor, hereby sells, transfers, assigns, and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, trademarks, service marks, service mark applications and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on the same in the future (collectively, the "Trademarks"), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor agrees without charge to said Assignee but at Assignee's expense to execute and deliver to Assignor such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

Assignor hereby grants to PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 1500, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of

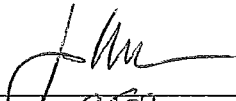
recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.


**ASSIGNOR:**

COSMETIC LABORATORIES OF AMERICA, LLC

By:   
Title: CEO  
Date: 12/23/2014

**ASSIGNEE:**

KAB BRANDS, LLC

By:   
Title: CEO  
Date: 12/23/14

**SCHEDULE A**

**U.S. Trademarks**

<b>WORD MARK</b>	<b>REGISTRATION SERIAL NO.:</b>	<b>GOODS</b>	<b>STATUS</b>
APHOGEE (Stylized)	1144631	Hair Conditioner for professional use only.	Registered

**Foreign Trademarks**

<b>COUNTRY</b>	<b>MARK REG. NO.</b>
CANADA	ApHOGEE TMA 444261
CANADA	ApHOGEE (Stylized Logo) TMA790094
COLOMBIA	APHOGEE 332535
IRELAND	APHOGEE 148238
MEXICO	AHOGEE (Device) 530543
NIGERIA	ApHOGEE 58004
UNITED KINGDOM	ApHOGEE (Stylized) 1506467
VENEZUELA	APHOGEE P-280036