

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jam Management Holdings, LLC	FORMERLY Jamberry Nails, LLC	04/24/2015	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Jamberry Nails, LLC		
Street Address:	1350 W. 200 S.		
City:	Lindon		
State/Country:	UTAH		
Postal Code:	84042		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3993760	JAMBERRY	
Registration Number:	4432168		
Registration Number:	4432167	JAMBERRY NAILS	
Serial Number:	86376484	JAMBERRY NAILS	
Serial Number:	86319201	STYLEBOX BY JAMBERRY	
CORRESPONDENCE DATA			
Fax Number:	2149695100		
<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>			
Phone:	2149694804		
Email:	aaaugustine@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	2727 North Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	473972-005035		
NAME OF SUBMITTER:	David L. Odom		
SIGNATURE:	/David L. Odom/		
DATE SIGNED:	04/27/2015		

CH \$140.00 3993760

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “*Assignment*”) is made and entered into this 24th day of April, 2015 (the “*Effective Date*”) by and between Jam Management Holdings, LLC (f/k/a Jamberry Nails, LLC), a Utah limited liability company (“*Assignor*”), and Jamberry Nails, LLC, a Delaware limited liability company, (“*Assignee*”). Assignor and Assignee are each referred to herein as a “*Party*” and collectively as the “*Parties*.”

RECITALS

A. Assignor, Assignee, WP-Jamberry Holdings Corp., a Delaware corporation, Jamberry Nails Holdings, LLC, a Delaware limited liability company, and certain members of Assignor are parties to that certain Contribution and Recapitalization Agreement, dated as of the date of this Assignment (the “*Recapitalization Agreement*”).

B. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, by way of this Assignment all of Assignor’s right, title, and interest in and to the trademarks, which are identified and set forth on Schedule A hereto, and in and to any renewals or registrations that may be granted thereon, together all goodwill associated therewith (collectively, the “*Trademarks*”).

C. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, by way of this Assignment all of Assignor’s right, title, and interest in and to the patents, which are identified and set forth on Schedule B hereto, and in and to all applications, reissues, divisions, continuations, continuations-in-part and extensions related thereto (collectively, the “*Patents*”).

D. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, by way of this Assignment all of Assignor’s right, title, and interest in and to the registered/unregistered copyrights, which are identified and set forth on Schedule C hereto (collectively, the “*Copyrights*”).

E. Assignor desires to assign and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in, to and under to the domain names, which are set forth on Schedule D hereto, together with all goodwill and all other rights associated with the domain names (collectively, the “*Domain Names*”).

F. The Recapitalization Agreement obligates each of Assignor and Assignee to execute and deliver this Assignment concurrently with the consummation of the transactions contemplated by the Recapitalization Agreement.

NOW, THEREFORE, for the mutual premises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignor, as of the Effective Date, hereby irrevocably sells, assigns, conveys, delivers, transfers, and sets over to Assignee all of its rights, title, and interest in and to:

(a) (i) all Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, (ii) all applications to register the Trademarks and all renewals of the registrations, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, and future infringements or dilution

of, damage or injury to, the Trademarks, all for Assignee's use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, or payments due or payable as of the Effective Date or thereafter;

(b) (i) all Patents, (ii) all reissues, divisions, continuations, continuations-in-part and extensions of the Patents, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, and future infringements, damage or injury to, the Patents, all for Assignee's use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, or payments due or payable as of the Effective Date or thereafter;

(c) (i) all Copyrights of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such copyrights, (ii) all issuances, extensions and renewals of such registrations and applications, and (iii) all related proprietary rights, interests and protections, however arising, pursuant to any such law; without limitation to the generality of the foregoing, the copyrights and applications to register copyrights in the works of authorship set forth on Schedule C hereto and all issuances, extensions and renewals thereof; any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor with respect to any and all of the foregoing; all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(d) all right, title and interest of Assignor in, to and under the Domain Names, including all associated IP addresses and email addresses, together with the goodwill of the business in connection with which the Domain Names are used for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, conveyance, transfer and assignment had not been made. Assignor shall release and transfer possession and control of the Domain Names to Assignee by initiating the transfer with the current registrars of the Domain Names within ten days following the Effective Date and performing, following or cooperating with Assignee on all procedures and actions specified by current or Assignee's desired registrars and completing any documents or forms that may be required by any registrar, including, as necessary, executing said documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to the registrars, with copies to Assignee.

2. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver any further documents and legal instruments as may be necessary, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors, and legal representatives, all right, title, and interest in and to the Patents, Trademarks, Copyrights and Domain Names, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

3. This Assignment is made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent of the Assignor.

4. Each party acknowledges that this Assignment is a legal, valid, and binding obligation of the Assignor and that Assignor has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms.

5. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same Assignment, binding on the Parties. The signature of any Party to any counterpart hereof will be deemed a signature to, and may be appended to, any other counterpart hereof. In the event that any signature to this Assignment is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. Once signed, this Assignment may be delivered by facsimile or “.pdf” format, and any reproduction of this Assignment made by reliable means (e.g., photocopy, facsimile or portable document format) is considered an original.

6. In the event the terms of this Assignment conflict with the terms of the Recapitalization Agreement, the terms of the Recapitalization Agreement shall govern.

7. This Assignment, and all legal proceedings (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment, will be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

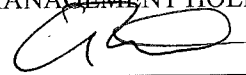
8. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS ASSIGNMENT, OR ANY CLAIMS, DEFENSES, RIGHTS OF SETOFF OR OTHER ACTIONS PERTAINING TO THIS ASSIGNMENT.

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IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment to be effective as of the Effective Date above.

ASSIGNOR:

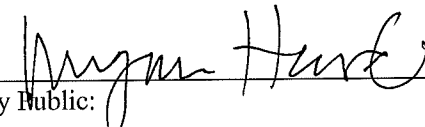
JAM MANAGEMENT HOLDINGS, LLC

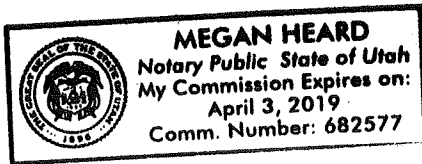
By: 

Name: Adam Hepworth

Title: Chief Executive Officer

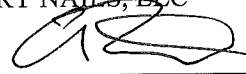
On this 24 day of April, 2015 personally appeared before me Adam Hepworth, known to me to be the Chief Executive Officer of Assignor, who acknowledged that he/she signed this instrument as a free act on behalf of Assignor


Notary Public:



ASSIGNEE

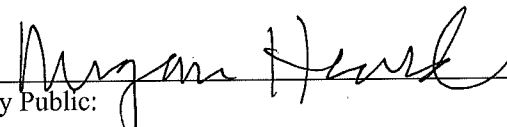
JAMBERRY NAILS, LLC

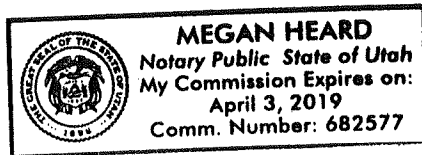
By: 

Name: Adam Hepworth

Title: Chief Executive Officer

On this 24 day of April, 2015 personally appeared before me Adam Hepworth, known to me to be the Chief Executive Officer of Assignee, who acknowledged that he/she signed this instrument as a free act on behalf of Assignee.


Notary Public:



****Schedules follow on the next pages****

SCHEDULE A

TRADEMARKS

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
JAMBERRY	USA	85/199107	12/15/2010	3993760	7/12/2011
JAMBERRY Logo	USA	85/889799	3/28/2013	4432168	11/12/2013
JAMBERRY NAILS	USA	85/889770	3/28/2013	4432167	11/12/2013
JAMBERRY NAILS	USA	86/376484	8/25/2014		
STYLEBOX BY JAMBERRY	USA	86/319201	6/24/2014		
JAMBERRY	Australia	1621598	5/8/2014	1621598	12/3/2014
JAMBERRY Logo	Australia	1621600	5/8/2014	1621600	12/3/2014
JAMBERRY	Brazil	908299206	9/17/2014		
JAMBERRY	Canada	1634273	7/8/2013		
JAMBERRY NAILS	Canada	1634279	7/8/2013		
JAMBERRY	European Community	1227517	8/25/2014	1227517	8/25/2014
JAMBERRY	Japan	1227517	8/25/2014	1227517	8/25/2014
JAMBERRY	Int'l Register (Madrid Protocol)		8/25/2014	1227517	8/25/2014
JAMBERRY	Korea	1227517	8/25/2014	1227517	8/25/2014
JAMBERRY	Mexico	1227517	8/25/2014	1227517	8/25/2014
JAMBERRY	New Zealand	1008029	10/31/2014		

SCHEDULE B

PATENTS

Title	Country	App. No. Patent No.	App Date Grant Date	Case Status
Method and System for Custom Designing Nail Wraps	USA	14/489807	9/18/2014	Pending
Nail Stud Application Tool	USA	14/579471	12/22/2014	Pending
Multiple Nail Design Label Sheet	USA	29/451205 D703379	4/22/2014	Patented

SCHEDULE C

COPYRIGHTS

Title	Application No.	Application Date	Reg. No.	Reg. Date	Case Status	Country
Jamberry Nails 2013 Spring/Summer Catalog	1-738612723	9/11/2014	Pending	Pending	Awaiting Registration-Physical copy sent to Copyright Office 02/11/2015	USA
Jamberry 2013 Fall/Winter Catalog	1-1102612221	9/11/2014	Pending	Pending	Awaiting Registration-Physical copy sent to Copyright Office 02/11/2015	USA
Jamberry 2014 Spring/Summer Catalog	1-1738613046	9/11/2014	Pending	Pending	Awaiting Registration-Physical copy sent to Copyright Office 02/11/2015	USA
Jamberry 2014 Fall/Winter Catalog	1-1738613152	9/11/2014	Pending	Pending	Awaiting Registration-Physical copy sent to Copyright Office 02/11/2015	USA

SCHEDULE D

DOMAIN NAMES

Domain Name	Registrant
jamberrynails.com.br	Francisco Fuentealba
jamberry.com.br	Registration Private
jamberrynails.cn	Marcaria Network Ltd
jamberry.com.cn	Marcaria Network Ltd
jamberrynails.eu	Registration Private
jamberrynails.jp	Jamberry Nails, LLC
jamberry.co.jp	**Domain shows available**
jamberrynails.kr	Gabia C&S
jamberry.kr	Gabia C&S
jamberrynails.mx	Jamberry Nails, LLC
jamberry.mx	Jamberry Nails, LLC
jamberrynails.nz	Jamberry Nails, LLC
jamberry.nz	Registration Private
jamberrynails.uk	Jamberry Nails, LLC
jamberry.org.uk	Jamberry Nails, LLC
jamberrynails.us	Adam Hepworth
jamberrynails.com	Joey Ekstrom