

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P & L Development, LLC		04/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PLD Acquisition, LLC		
Street Address:	10400 NW 29th Terrace		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33172		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76714130	HIS EDGE	
Serial Number:	76713239	SENSATIONAL HAIR AND NAILS	
Serial Number:	76685661	AVÉMA PHARMA SOLUTIONS	
Serial Number:	86280968	NICOFY	
Serial Number:	86471167	NICOFI	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky L. Troutman c/o Winston & Strawn		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	086430.00002		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	04/29/2015		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of April 29, 2015 (the "Effective Date"), by and between P & L Development, LLC, a Delaware limited liability company ("Assignor") and PLD Acquisition, LLC, a Florida limited liability company ("Assignee").

A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to obtain, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its 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.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Marks, testify in any legal proceeding relating to the Marks, and execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and

registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

P & L DEVELOPMENT, LLC

By: Mitchell Singer

Name: Mitchell Singer

Title: President

Date: April 29, 2015

PLD ACQUISITION, LLC

By: P&L Global Holding Corp.

By: Mitchell Singer

Name: Mitchell Singer

Title: President

Date: April 29, 2015

MELISSA A VALLINO
Notary Public, State of New York
No. 01VAS189328
Qualified in Nassau County
Commission Expires June 23, 2016

State of New York:
Nassau County:

Personally appeared before me the above-named Mitchell Singer, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of **P & L Development, LLC** in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Melissa Vallino
Notary Public

My commission to expire on June 23, 2016

EXHIBIT A**MARKS**

Country	Mark	Serial No.	Registration No.	Registration Date
United States	HIS EDGE	76714130	4514821	04/15/2014
United States	SENSATIONAL HAIR AND NAILS	76713239	4514818	04/15/2014
United States	Avema Pharma Solutions	76685661	3731719	12/29/2009
United States	NICOFY	86280968	Not Registered	NA
United States	NICOFI	86471167	Not Registered	NA