

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342709

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Christopher M. Seelen as the Trustee of the Jonathan O. Mostrom and Johnnie K. Mostrom Bankruptcy Estate		07/22/2014	Bankruptcy Estate: UNITED STATES

RECEIVING PARTY DATA

Name:	International Hair and Beauty Systems LLC
Street Address:	35095 U.S. 19 North
Internal Address:	Suite 200
City:	Palm Harbor
State/Country:	FLORIDA
Postal Code:	34684
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2583547	SIMPLY ORGANIC
Registration Number:	2761549	BANGS & ENDS
Registration Number:	4158152	SIMPLY ORGANIC
Registration Number:	4158153	SIMPLY ORGANIC

CORRESPONDENCE DATA

Fax Number: 727253689
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: 7277121400
Email: taldonelaw@msn.com
Correspondent Name: Nicholas Taldone
Address Line 1: 2536 Countryside Boulevard
Address Line 2: Suite 100E
Address Line 4: CLEARWATER, FLORIDA 33763

NAME OF SUBMITTER:	Nicholas Taldone
SIGNATURE:	/Nicholas Taldone/

DATE SIGNED:	05/28/2015
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Total Attachments: 3

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QUIT-CLAIM ASSIGNMENT OF TRADEMARK

This **QUIT-CLAIM ASSIGNMENT OF TRADEMARK** (the "Agreement") is made effective the 22nd day of July, 2014, by and between **CHRISTOPHER M. SEELEN**, as the **TRUSTEE** of the **JONATHAN O. MOSTROM AND JOHNNIE K. MOSTROM BANKRUPTCY ESTATE**, with a mailing address of 402 Graham Avenue, P.O. Box 187, Eau Claire, WI 54702-0187 (hereinafter referred to as the "Assignor"), and **INTERNATIONAL HAIR AND BEAUTY SYSTEMS, LLC**, a Florida limited liability company, with a principle place of business of 35095 U.S. 19 North, Suite 200, Palm Harbor, FL 34684 (hereinafter referred to as the "Assignee").

WHEREAS, Jonathan O. Mostrom was previously the owner of the following trademark applications and registered trademarks (collectively, the "Trademarks") pursuant to an Assignment from Simply Organic, Inc. to Jonathan O. Mostrom dated May 10, 2013:

1. Application Serial No. 85/764,276, filed October 26, 2012, for the mark SALUTE BEAUTY;
2. Reg. No. 2,583,547 registered June 18, 2002, Serial No. 76/120,331, for the mark SIMPLY ORGANIC;
3. Reg. No. 2,761,549 registered September 9, 2003, Serial No. 76/469,459, for the mark BANGS & ENDS;
4. Reg. No. 4,158,152 registered June 12, 2012, Serial No. 77/772,424, for the mark SIMPLY ORGANIC; and
5. Reg. No. 4,158,153 registered June 12, 2012, Serial No. 77/772,466, for the mark SIMPLY ORGANIC.

WHEREAS, Jonathan O. Mostrom and Johnnie K. Mostrom filed a bankruptcy on March 11, 2014, in the United States Bankruptcy Court for the Western District of Wisconsin and said petition was assigned Case No. 14-10970 (the "Bankruptcy Case");

WHEREAS, Christopher M. Seelen was appointed as Trustee for the Bankruptcy Estate of Jonathan O. Mostrom and Johnnie K. Mostrom (the "Bankruptcy Estate" and the "Assignor" herein);

WHEREAS, upon filing of the bankruptcy petition, the Trademarks became property of Assignor and Jonathan O. Mostrom and Johnnie K. Mostrom have not claimed any exemption of the Trademarks in their bankruptcy schedules; as such, the Trademarks are property of Assignor; and

WHEREAS, Assignor desires to transfer the Trademarks to Assignee along with all good will associated with the Trademarks in the United States and Assignee is desirous of accepting Assignor's entire right, title and interest in the Trademarks;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

{MOSTROM - Trademark Assignment (E0480878x7AEC5).doc/1}

1. **Consideration.** The consideration for the assignment of the rights to the Trademarks hereunder shall be the sum of Ten Thousand and No/100 Dollars (\$10,000.00) payable to Assignor by Assignee. Said sum shall be paid by Assignee to Assignor upon execution of this Agreement.

2. **Assignment of Rights to the Trademarks.** Assignor hereby sells, assigns and transfers unto the Assignee Assignor's entire right, title and interest in the Trademarks. Assignor hereby also sells, assigns and transfers unto said Assignee Assignor's entire right, title and interest in and to any and all future trademark applications related to the Trademarks. Following the assignment of the Trademarks hereunder, Assignee acknowledges and agrees that Assignee shall be responsible for all future maintenance of the Trademarks. The assignment of Assignor's entire right, title and interest in the Trademarks hereunder is on an "AS-IS" BASIS with NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, including, but not limited to, any representation or warranty of the current effectiveness, enforceability, or exclusivity of the Trademarks.

3. **Assignment of Causes of Action.** Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Trademarks, including without limitation, all rights to pursue damages, injunctive relief and other remedies for past, current, and future infringement of the Trademarks.

4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, successors, transferees, and assigns.

5. **Modification.** This Agreement may not be modified or amended except in writing signed by each of the respective parties hereto. Neither this Agreement nor any provision thereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing executed by the parties hereto.

6. **Governing Law.** This Agreement shall be governed by and be construed and take effect in all respects in accordance with the internal laws of the State of Wisconsin, without reference to its principles of conflicts of law, irrespective of the fact that one or more of the parties become a resident of a different state.

7. **Rules of Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by all parties to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition hereof.

8. **Severability.** If any provision of this Agreement is for any reason determined to be unenforceable or invalid by any court of competent jurisdiction, such decision shall not affect the enforceability or validity of any other provision of this Agreement or any portion thereof.

9. **Headings.** Captions and headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

10. **Counterparts.** This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall

constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Executed as of the dates set forth below.

ASSIGNOR:
Jonathan O. Mostrom and
Johnnie K. Mostrom Bankruptcy Estate

ASSIGNEE:
International Hair and Beauty Systems,
LLC

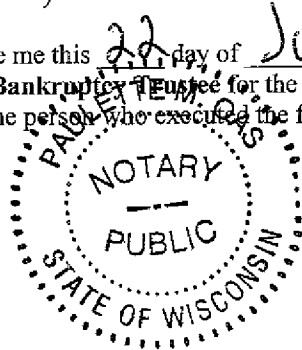
CM
By: Christopher M. Seelen
Bankruptcy Trustee
Date: 7-22-14

Nicholas Tuldene
By: Nicholas Tuldene
Its: Member
Date: 5-28-15

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) SS:
EAU CLAIRE COUNTY)

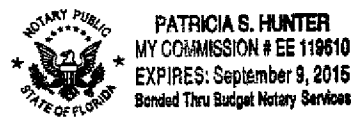
Personally came before me this 22nd day of July, 2014, the above-named **Christopher M. Seelen**, to me known to be the **Bankruptcy Trustee** for the **Jonathan O. Mostrom and Johnnie K. Mostrom Bankruptcy Estate** and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



Paullette M. Ocas
* Paullette M. Ocas
Notary Public, Eau Claire County
State of Wisconsin
My commission: 3/29/15
* Print name.

STATE OF Florida)
) SS:
PASCO COUNTY)

Personally came before me this 28th day of MAY, 2015 the above-named Nicholas Tuldene, to me known to be a Member of **International Hair and Beauty, LLC** and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



Patricia S. Hunter
*
Notary Public, _____ County
State of _____
My commission: _____
* Print name.