

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hair by Adir, Inc.		06/04/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	In Response 2 LLC		
Street Address:	456 N. Bowling Green Way		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90049		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4711714	AIRWEIGHT TECHNOLOGY	
Registration Number:	4459546	UNDONE	
CORRESPONDENCE DATA			
Fax Number:	4242391882		
<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:	424-239-1890		
Email:	achen@lkpgl.com		
Correspondent Name:	Andrew B. Chen		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suite 480		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Andrew B. Chen		
SIGNATURE:	/Andrew B. Chen/		
DATE SIGNED:	06/05/2015		
Total Attachments: 4			
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OP \$65.00 4711714

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into by and between Hair By Adir, Inc., a California corporation ("Assignor"), as assignor, in favor of In Response 2 LLC, a Delaware limited liability company formerly known as Undone LLC, having its principal place of business at 456 N. Bowling Green Way, Los Angeles, CA, 90049 ("Assignee"), as assignee.

WHEREAS, Assignor is record owner of those certain trademark registrations as shown on the attached Schedule A (the "Marks"); and

WHEREAS, pursuant to the Contribution Agreement, dated on or about January 22, 2013, by and between Assignee and Assignor's principal, Adir Abergel (the "Contribution Agreement"), the parties intended that Assignee acquire the entire right, title and interest in, to and under the Marks, and the applications and registrations and related rights thereof, together with the goodwill of the business in connection with which the Marks are used and that is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

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

1. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee all its right, title and interest, whether statutory or at common law, in, to and under (i) the Marks and all applications and registrations thereof, together with (ii) the goodwill of the business in which the Marks are used and symbolized by the Marks in all countries throughout the world, together with (iii) all rights and privileges granted and secured thereby, including without limitation all registration rights with respect thereto and renewals therefore, and the right to sue and recover, either at law or in equity, for any past, present and future infringement.

2. Representations and Warranties. Assignor represents and warrants to Assignee that: (i) Assignor has the right, power and authority to enter into this Assignment; and (ii) Assignor has not transferred the Mark or any rights thereunder to any person other than Assignee. Except as set forth in the preceding sentence, the Mark is assigned AS IS, and Assignor disclaims all warranties.

3. Amendment. This Assignment may only be amended, modified or supplemented by a writing signed by duly authorized representatives of both parties.

4. Severability. If any part of this Assignment is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same effect and intent as the original provision and the remainder of this Assignment will remain in full force.

5. Further Actions. Assignor agrees to execute and deliver all papers, instruments and assignments and to perform such other reasonable acts as Assignee may deem necessary to

secure to Assignee the rights herein assigned and/or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor further expressly agrees that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Marks to Assignee in the United States Patent and Trademark Office.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the state of California applicable to contracts entered into and performed in California by residents thereof.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed and delivered by each of them (or their officers duly authorized) as of this _____ day of May 2015.

HAIR BY ADIR, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignee accepts this Trademark Assignment Agreement, which has been executed and delivered as of this ____ day of May 2015.

IN RESPONSE 2 LLC

By: Haircare Holding LLC,
its Managing Member

By: _____
Name: _____
Title: _____

SCHEDULE A

TRADEMARK APPLICATIONS/REGISTRATION

MARK (Int. Class)	COUNTRY	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE
AIRWEIGHT TECHNOLOGY (Class 003)	United States	86/356535	4711714	March 31, 2015
UNDONE (Class 003)	United States	85/431039	4459546	December 31, 2013


secure to Assignee the rights herein assigned and/or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor further expressly agrees that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Marks to Assignee in the United States Patent and Trademark Office.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the state of California applicable to contracts entered into and performed in California by residents thereof.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed and delivered by each of them (or their officers duly authorized) as of this 4 day of May 2015.

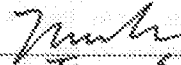
Jue
HAIR BY ADIR, INC.

By: 
Name: HAIR BY ADIR, INC.
Title: OWNER

IN WITNESS WHEREOF, Assignee accepts this Trademark Assignment Agreement, which has been executed and delivered as of this 5 day of May 2015.

Jue
IN RESPONSE 2 LLC

By: Haircare Holding LLC,
its Managing Member

By: 
Name: Tony Smith-Hastie
Title: Manager