

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900334861
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accelerated Manufacturing Solutions, Inc.		06/26/2015	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Advanced Beauty, Inc.
Street Address:	5501 LBJ Freeway, Suite 900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86649913	PIPER'S PERFUMERY

CORRESPONDENCE DATA

Fax Number: 2033482321
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: 2033580800
Email: mwagner@dmoc.com, smaldonado@dmoc.com, jchristie@dmoc.com
Correspondent Name: Diserio Martin O'Connor & Castiglioni LL
Address Line 1: One Atlantic Street
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	28145.311
NAME OF SUBMITTER:	Matthew C. Wagner
SIGNATURE:	/matthew c. wagner/
DATE SIGNED:	09/02/2015

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment"), effective as of June 26, 2015, is entered into by and between Accelerated Manufacturing Solutions, Inc., a Texas corporation ("Assignor"), and Advanced Beauty, Inc., a Texas corporation ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks"), and trade secrets, unregistered trademarks, and other patents, copyrights, trademarks, trade secrets and technology, and all rights therein arising under any law owned, used or held for use by Assignor exclusively in connection with the Piper's Perfumery and Lasting Illusions product lines (together, the "Product Lines") whether owned or licensed from third parties (collectively, the "Business Intellectual Property");

WHEREAS, pursuant to that certain Bill of Sale and Assignment and Assumption Agreement, dated as of June 26, 2015 (the "Asset Assignment Agreement"), by and between Assignor and Assignee, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets related to the Product Lines (the "Transaction"); and

WHEREAS, in connection with the Transaction, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to certain of the Business Intellectual Property, including the Assigned Trademarks and the Unregistered IP Rights (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks (as identified on Schedule A), the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all governmental authorities with respect to such Assigned Trademarks.

2. Conveyance and Acceptance of Assigned Unregistered IP Rights. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to any unregistered Business Intellectual Property, including without limitation, unregistered trademarks, unregistered copyrights, and trade secrets that constitute Business Intellectual Property (collectively, the "Unregistered IP Rights"), and the right to pursue registrations and applications for registration thereof, the right to sue and recover for any past, present, or future infringement or misappropriation thereof, the right to secure registration of this Assignment, and the right to initiate other proceedings before all governmental authorities with respect to such Unregistered IP Rights.

3. Recordation Authorization. Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Trademarks.

4. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Texas applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

5. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

6. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Asset Assignment Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignee or Assignor, as set forth in the Asset Assignment Agreement. In the event of any conflict or inconsistency between the terms of the Asset Assignment Agreement and the terms of this Assignment, the terms of the Asset Assignment Agreement shall govern.

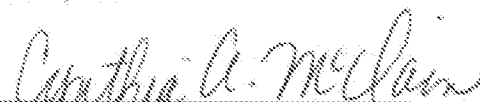
7. Third-Party Beneficiary. The parties agree that Parfums de Coeur, Ltd. shall be, and is hereby, named as an express third-party beneficiary of this Assignment, with full rights as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

**ACCELERATED MANUFACTURING
SOLUTIONS, INC.**

By: 
Name: Cindy McClain
Title: President

ASSIGNEE:

ADVANCED BEAUTY, INC.

By: 
Name: Chris McClain
Title: President

[Signature Page to Assignment of Intellectual Property]

SCHEDULE A
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

(1) Piper's Perfumery trademark application:

MARK	COUNTRY	GOODS	STATUS NEXT DUE DATES
Piper's Perfumery App. No.: 86649913 App. Date: June 3, 2015	U.S.	Non-medicated skin care preparation, namely, body mist (Class: 3)	<i>Pending</i>

(2) Lasting Illusions' trademark registration:

MARK	COUNTRY	GOODS	STATUS NEXT DUE DATES
Lasting Illusions Reg. No.: 12467247 Reg. Date: May 8, 2014 HB Ref.: 45303.00062.003	European Union (CTM)	Cologne; fragrances; non-medicated skin care preparation, namely, body mist; perfume (Class: 3)	<i>Registered</i>