

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blow Dry Bar United States, LLC		04/06/2015	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	SEABO FRANCHISING, LLC		
Doing Business As:	Cherry Blow Dry Franchise System		
Street Address:	1415 Route 70 East		
Internal Address:	Suite 100		
City:	Cherry Hill		
State/Country:	NEW JERSEY		
Postal Code:	08034		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4492124	CHERRY BLOW DRY BAR	
Registration Number:	4492125	CHERRY BLOW DRY BAR	
CORRESPONDENCE DATA			
Fax Number:	8007970422		
<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:	2155251165		
Email:	jlignana@spadealaw.com		
Correspondent Name:	Joshua Lignana		
Address Line 1:	1315 Walnut St		
Address Line 2:	Suite 1532		
Address Line 4:	Philadelphia, PENNSYLVANIA 19107		
ATTORNEY DOCKET NUMBER:	21991		
NAME OF SUBMITTER:	Joshua Lignana		
SIGNATURE:	/Joshua Lignana/		
DATE SIGNED:	09/14/2015		
Total Attachments: 2			

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered on this 6th day of April, 2015, by and between: (i) Blow Dry Bar United States, LLC, a Nevada limited liability company (the "Assignor"); and (ii) Seabo Franchising LLC a New Jersey limited liability company ("Assignee").

BACKGROUND

A. Assignor is the owner of all rights, title and interest in and to the following marks registered on the Principal Register of the United States Patent and Trademark Office (the "USPTO"): (i) CHERRY BLOW DRY BAR, which was registered on March 4, 2014 at Registration No. 4492125; and (ii) CHERRY BLOW DRY BAR (and color design), which was registered on March 4, 2014 at Registration No. 4492124 (collectively, the "Registered Marks").

B. In addition to the Registered Marks, Assignor is the owner of all common law trademark rights in and to the mark CHERRY BLOW DRY BAR. For purposes of this Agreement, the Registered Marks and this common law mark will be referred to collectively as the "Proprietary Marks".

C. Assignor wishes to convey and assign all of its rights, obligations, title and interest in and to the Proprietary Marks, and Assignee wishes to acquire and assume all such rights, obligations, title and interest to these Proprietary Marks, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Acknowledgement.** The parties agree and acknowledge that this Agreement and the assignment contemplated herein is expressly subject to the licensing rights that Assignor has granted to any third party to utilize the Proprietary Marks in connection with the establishment, operation and advertisement of independently owned and operated Cherry Blow Dry Bar franchises that offer and provide blow-dry bar and additional salon services (each, a "Franchised Business"), as such licenses are set forth and described in the form of franchise agreement that Assignor has entered into with each third party (each, a "Franchise Agreement").

2. **Assignment.** Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Proprietary Marks in the United States, together with the goodwill of the business connected with and symbolized by the Proprietary Marks (including, without limitation, the right to renew the registration of any Proprietary Mark(s) with the USPTO, the right to apply for trademark registrations within the United States based in whole or in part upon any Proprietary Mark, and any priority right that may arise from the Proprietary Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

3. **Authorization.** Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the USPTO to record the transfer of the registrations and/or applications for registration associated with the Proprietary Marks to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor, by and through Assignor's attorney, agrees to further execute any documents reasonably necessary to effectuate this assignment or to confirm Assignee's ownership of the Proprietary Marks.

4. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

BLOW DRY BAR UNITED STATES, LLC

Attest: Andre Tull

By: Nathan Cowan
Nathan Cowan, Founder and President

SEABO FRANCHISING LLC

Attest: _____

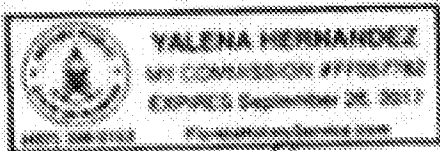
By: Fred Vicario
Fred Vicario, Managing Member

STATE OF: Florida

COUNTY OF: Miami-Dade

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The foregoing instrument was acknowledged before me as of this 16 day of April, 2015, by Nathan Cowan, the Founder and President of Blow Dry Bar United States, LLC, a Nevada limited liability company, on behalf of the limited liability company.



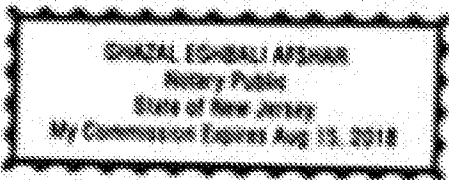
Valena Hernandez

STATE OF: New Jersey

COUNTY OF: Gloucester

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The foregoing instrument was acknowledged before me as of this 26 day of April, 2015, by Fred Vicario, Managing Member of Seabo Franchising LLC, a New Jersey limited liability company, on behalf of the limited liability company.



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