

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355232

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NYAKIO KAMOCHÉ GRIECO | | 09/02/2015 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | NYAKIO, LLC | | |
| Street Address: | 11 Ranick Drive South | | |
| City: | Amityville | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11701 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76395127 | NYAKIO | |
| Serial Number: | 77788816 | NYAKIO | |
| Serial Number: | 85869873 | NYAKIO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024576315 | | |
| <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: | 303-894-6112 | | |
| Email: | lacy.kolo@squirepb.com, deborah.lodge@squirepb.com, karen.agee@squirepb.com | | |
| Correspondent Name: | Lacy Kolo, Squire Patton Boggs LLP | | |
| Address Line 1: | 2550 M Street, NW | | |
| Address Line 4: | Washington, D.C. 20037 | | |
| ATTORNEY DOCKET NUMBER: | 432600.00101 | | |
| NAME OF SUBMITTER: | Lacy Kolo | | |
| SIGNATURE: | /Lacy Kolo/ | | |
| DATE SIGNED: | 09/16/2015 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of September 2, 2015, by and between NYAKIO KAMOCHÉ GRIECO, an individual domiciled in 135 North Windsor Boulevard, Los Angeles, California 90005 ("Assignor"), and NYAKIO, LLC, a New York limited liability company located at 11 Ranick Drive South, Amityville, New York 11701 ("Assignee").

A. WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement (the "Purchase Agreement") dated September 2, 2015, providing for the sale and conveyance of certain proprietary rights and other related assets from Assignor to Assignee;

B. WHEREAS, Assignor is the owner of the trademarks and corresponding trademark registrations and applications set forth on Exhibit A hereto (the "Trademarks");

C. WHEREAS, Assignor desires to sell, transfer, and assign all of its right, title, and interest in and to the Trademarks to Assignee and Assignee desires to receive same;

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

1. Capitalized terms not otherwise defined in this Assignment have the meanings assigned to them in the Purchase Agreement.

2. Assignor hereby sells, transfers, and assigns to Assignee and its successors and assigns, all right, title, and interest held by Assignor in and to the Trademarks throughout the world, together with all the goodwill symbolized thereby and the business associated therewith, which business is ongoing and existing; all Trademark registrations and applications, renewals and extensions thereof, that are or may be secured under the laws of the United States and all foreign countries; and the right to sue for infringement of the Trademarks. All of the foregoing shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. This Assignment must be interpreted, construed, and governed by the laws of the State of New York, without regard to its of conflict of laws principles.

4. If any Party hereto commences a lawsuit or other Proceeding arising from this Agreement, the Parties hereto agree that the federal and state courts having jurisdiction over Suffolk County, New York shall have the sole and exclusive jurisdiction over any such proceeding. Any such courts specified herein shall be proper venue for any such lawsuit or judicial proceeding, and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of any of the courts specified herein, and agree to accept service of process to vest personal jurisdiction over them in any of these courts. Furthermore, the parties hereby agree to waive any rights they may have to jury trial in any such a proceeding.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

COMPANY

NYAKIO, LLC



Name: Nyema Tubman

Title: President

EMPLOYEE

NYAKIO KAMOCHIE GRIECO

Nyakio Kamochie Grieco

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California _____ }

County of Los Angeles _____ }

On 09/14/2015 before me, Jason Jun Lee Notary Public
(Please print Name and Title of the Officer)

personally appeared Nyabio Karmocke Grieco
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Contract Bill of Sale
(Title or description of attached document)

Assignment
(Title or description of attached document continued)

Number of Pages 1 Document Date 9/14/15

CAPACITY CLAIMED BY THE SIGNER

- Individual ~~(s)~~
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

Trademarks

[See attached]

| TrademarkStatus | Country | TrademarkName | AppNumber | FileDate |
|-----------------|---------|--|-------------|-----------|
| Registered | AU | NYAKIO | 1366131 | 10-Jun-10 |
| Registered | BR | NYAKIO | 830477934 | 15-Dec-09 |
| Registered | CA | NYAKIO | 1472790 | 11-Mar-10 |
| Registered | CN | NYAKIO | 7930784 | 21-Dec-09 |
| Registered | EM | NYAKIO | 8382798 | 23-Jun-09 |
| Registered | GB | NYAKIO | 2518957 | 23-Jun-09 |
| Registered | HK | NYAKIO | 301495990 | 10-Dec-09 |
| Registered | IN | NYAKIO | 1896194 | 15-Dec-09 |
| Registered | JP | NYAKIO | 200994335 | 14-Dec-09 |
| Registered | KR | NYAKIO | 40200961546 | 14-Dec-09 |
| Registered | MX | NYAKIO | 1217533 | 5-Oct-11 |
| Registered | MY | NYAKIO | 2009022045 | 16-Dec-09 |
| Registered | RU | NYAKIO | 2009733581 | 22-Dec-09 |
| Registered | TH | NYAKIO | 752935 | 15-Dec-09 |
| Registered | TW | NYAKIO | 98055985 | 15-Dec-09 |
| Registered | US | NYAKIO | 76395127 | 12-Apr-02 |
| Registered | US | NYAKIO | 77788816 | 27-Jul-09 |
| Registered | AU | NYAKIO & STRIPE DESIGN | A0034721 | 19-Mar-13 |
| Allowed | CA | NYAKIO & STRIPE DESIGN | 1617650 | 11-Mar-13 |
| Registered | EM | NYAKIO & STRIPE DESIGN | A0034721 | 19-Mar-13 |
| Registered | RU | NYAKIO & STRIPE DESIGN | A0034721 | 19-Mar-13 |
| Registered | US | NYAKIO & STRIPE DESIGN | 85869873 | 7-Mar-13 |
| Published | CA | NYAKIO ABC AFRICAN BEAUTY CREAM | 1659735 | 15-Jan-14 |
| Allowed | CA | RICH IN HERITAGE, EFFECTIVE FOR ALL SKIN ... NATURALLY | 1627941 | 23-May-13 |
| Dead | US | LIV. COSMETICS | 77215323 | 26-Jun-07 |
| Dead | US | SAFI FRAGRANCE | 77019222 | 11-Oct-06 |
| Dead | US | SOUL NOTES | 77277597 | 12-Sep-07 |