

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM355880

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TextureMedia, Inc.		08/25/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TMI Media, LLC
Street Address:	6604 Lamar Blvd.
City:	Austin
State/Country:	TEXAS
Postal Code:	78752
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3375734	CURLMART
Registration Number:	4108340	CURLS ON THE GO
Registration Number:	4328181	CURLYNIKKI
Registration Number:	4075562	FRIZZ FORECAST
Registration Number:	3089774	NATURALLYCURLY.COM
Registration Number:	4159132	TEXTUREMEDIA

CORRESPONDENCE DATA

Fax Number:

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: (631) 439-2233
Email: asingh@proschc.com
Correspondent Name: Allison Singh
Address Line 1: 35 Sawgrass Drive
Address Line 4: Bellport, NEW YORK 11713

ATTORNEY DOCKET NUMBER:	TEXTUREMEDIA ASSIGNMENT
NAME OF SUBMITTER:	Allison Singh
SIGNATURE:	//Allison Singh//
DATE SIGNED:	09/22/2015

OP \$165.00 3375734

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

Assignment of trademarks, service marks and certification marks (collectively "Trademarks") made as of August 25, 2015, by TextureMedia, Inc., a Delaware corporation with its principal place of business at 6604 North Lamar Blvd., Austin, TX 78752 ("Assignor"), to TMI Media, LLC, a limited liability company with its principal place of business at 6604 North Lamar Blvd., Austin, TX 78752 ("Assignee").

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of August 25, 2015 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the Trademarks of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, including without limitation the trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

[Signature Page follows]

TEXTUREMEDIA, INC.

By: *Crista Bailey*
Name: Crista Bailey
Title: Chief Executive Officer
Date: August ____, 2015

[SEAL]

State of Texas)
) ss.:
County of Travis)

On this 5 day of August, 2015, before me, *Kimberly Johnson*, personally appeared Crista Bailey, Chief Executive Officer of TextureMedia, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Kimberly Johnson
Notary Public



SCHEDULE A

Registered Marks

CURLMART, Reg. No. 3375734 (registered January 29, 2008)

CULRS ON THE GO, Reg. No. 4108340 (registered March 6, 2012)

CURLYNIKKI, Reg. No. 4328181 (registered April 30, 2013)

FRIZZ FORECAST, Reg. No. 4075562 (registered December 20, 2011)

NATURALLYCURLY.COM, Reg. No. 3089774 (registered May 9, 2006)

TEXTUREMEDIA, Reg. No. 4159132 (registered June 12, 2012)