

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Couture Gel Nail Polish, LLC		11/09/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Walden-Hays, Inc.		
Street Address:	P.O. Box 1071		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10276		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4278687	COUTURE GEL NAIL POLISH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	w-h@mindspring.com		
Correspondent Name:	Robert Jackson		
Address Line 1:	Walden-Hays, Inc.		
Address Line 2:	P.O. Box 1071		
Address Line 4:	New York, NEW YORK 10276		
NAME OF SUBMITTER:	Edward Longobardi		
SIGNATURE:	/Edward Longobardi/		
DATE SIGNED:	11/24/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment is from Couture Gel Nail Polish, LLC, a California limited liability company with a place of business at 4460 Redwood Hwy., Suite 16-222, San Rafael, California 94903 ("Couture Gel Nail Polish"), to Walden-Hays, Inc., a New York corporation, P.O. Box 1071, New York, New York 10276 ("Assignee").

WHEREAS, Couture Gel Nail Polish represents that to its knowledge, it is the sole and exclusive owner of all rights, title and interest in and to the trademark COUTURE GEL NAIL POLISH, used on and in connection with nail polish and nail products, and the goodwill associated therewith, all common law rights therein, and is the exclusive owner of United States Trademark Registration No. 4,278,687 for said mark, as well as the domain name registrations: Couturegelnailpolish.com; Couturegelnailpolishcoupon.com; Couturegelnailpolishkit.com; and Couturegelnails.com (the "Mark") and is unaware of any adverse claim having been made by any third party with respect to any of the above; and

WHEREAS, Assignee wishes to acquire from Couture Gel Nail Polish, and Couture Gel Nail Polish wishes to assign to Assignee, all of Couture Gel Nail Polish's rights, title and interest in and to the Mark, and the goodwill represented thereby, all common law rights therein, U.S. Registration No. 4,278,687, and the domain name registrations listed above.

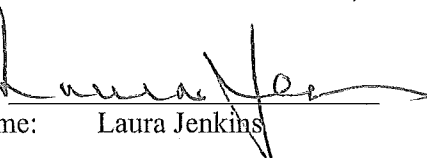
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Couture Gel Nail Polish, the parties intending to be legally bound, agree as follows:

1. The WHEREAS clauses set forth above are incorporated and made substantive provisions of this Trademark Assignment.
2. Couture Gel Nail Polish assigns absolutely and irrevocably to Assignee, and its successors and assigns, all of its rights, title and interest in and to the Mark, including all common law rights therein, the goodwill of the business symbolized by said Mark, United States Trademark Registration No. 4,278,687, the domain name registrations Couturegelnailpolish.com; Couturegelnailpolishcoupon.com;


Couturegelnailpolishkit.com; and Couturegelnails.com, and the right to commence an action and recover for past, present and future infringements of the Mark.

3. Couture Gel Nail Polish represents and warrants that:
- (a) No claim has been asserted against it that use of the Mark does or may violate the rights of any third person and, to the best of Couture Gel Nail Polish's knowledge, there are no claims that the Mark infringes the trademark rights of others in the United States;
 - (b) Neither Couture Gel Nail Polish nor any company or person with which it is affiliated has encumbered the Mark or made the Mark the subject of any liens, charges and encumbrances, other than the assignment created by this Trademark Assignment;
 - (c) Couture Gel Nail Polish has the unqualified right to make this assignment; and
 - (d) Couture Gel Nail Polish waives all present and future claims against Assignee, its parent company, subsidiaries, affiliates, future affiliates, licensees, indemnitees, agents, successors and assigns regarding ownership and/or use of the Mark.

COUTURE GEL NAIL POLISH, LLC

By: 
Name: Laura Jenkins

Title: Manager

 November 9, 2015
Date: October __, 2015

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 Contra Costa

On November, 09th, 2015, before me, Neeraja Chandupatla a notary public, personally appeared **Laura Jenkins**, 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: Neeraja Chandupatla (Seal)

