

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stefanee Bell Kelley	FORMERLY Stefanee Bell McGee	01/07/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	BrowGal, LLC		
Street Address:	8217 Beverly Boulevard, #24		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2922275	BROW GAL MAKEUP IS DECEPTION MAKEUP IS I	
CORRESPONDENCE DATA			
Fax Number:	3103002901		
<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:	3103002920		
Email:	nameri@agmblaw.com		
Correspondent Name:	Nina Ameri		
Address Line 1:	5900 Wilshire Boulevard Suite 2250		
Address Line 4:	Los Angeles, CALIFORNIA 90036		
ATTORNEY DOCKET NUMBER:	BROWGAL, LLC		
NAME OF SUBMITTER:	Nina Ameri		
SIGNATURE:	/Nina Ameri/		
DATE SIGNED:	01/13/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of the date executed by the Seller, is made by and between Stefanee Bell Kelley, f/k/a Stefanee Bell McGee, 1029 Pine Valley Road, Kingston Springs, TN 37082 ("Seller") and BrowGal, LLC, 8217 Beverly Boulevard, #24, Los Angeles, California 90048 ("Purchaser"), who is the purchaser of certain assets of Buyer pursuant to a Purchase Agreement, whose effective date is January 4, 2016. Collectively, the Seller and the Buyer are the "Parties," and each is a "Party."

WHEREAS, under the terms of the Purchase Agreement, Seller agreed to convey, transfer and assign to Buyer, among other assets, certain trademarks and service marks of Seller, and has agreed to execute and deliver this Trademark Assignment, for (among other things) recording with the United States Patent and Trademark Office.

NOW, THEREFORE, the Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, all of Seller's right, title and interest in and to the following intellectual property assets (the "Assigned Assets"), together with the business connected with the use of, and symbolized by, the Assigned Assets:

a. The trademarks, service marks (the "Marks") and trademark registrations (specifically including U.S. Trademark Registration No. 2922275) (the "Registrations") set forth on Schedule 1 hereto, and all issuances, extensions and renewals thereof;

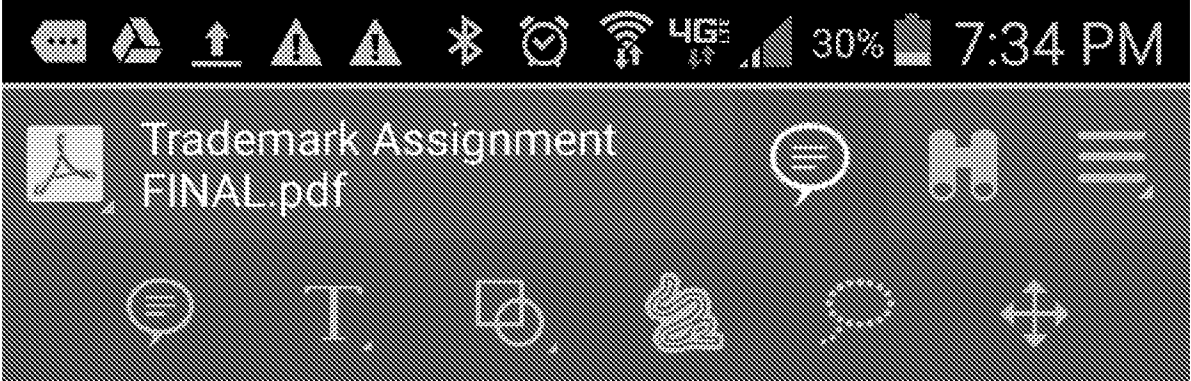
b. The registrations of the internet domain names set forth on Schedule 2 hereto (the "Domain Names").

c. The social media names and handles set forth on Schedule 3 hereto (the "Handles").

d. All rights of any kind of Seller accruing under any of the foregoing provided by any applicable law of any jurisdiction; and

e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive or other legal or equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Other Actions. Seller authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Assignment upon Purchaser's request. Seller shall execute any documents and take all



other further actions as requested by Purchaser to transfer ownership of the Marks and Registration, including assignments, transfers and related powers of attorney.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Assets. The representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

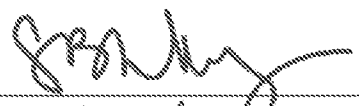
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.


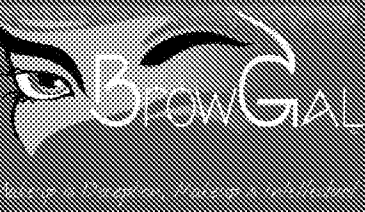
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date set forth in the signature block below.

STEFANEE BELL KELLEY



Date: 1/7/16

Schedule 1 to Trademark Assignment

Mark	Goods & Services	U.S. Registration No.
	Cosmetology services	2922275
	Cosmetology services	2922275
BROWGAL	Cosmetology services; cosmetology products related to eyebrow care; cosmetology implements related to eyebrow care	n/a
Brow Gal	Cosmetology services; cosmetology products related to eyebrow care; cosmetology implements related to eyebrow care	n/a
BrowGal: Makeup is Deception, Makeup is Intellectual	Cosmetology services; cosmetology products related to eyebrow care; cosmetology implements related to eyebrow care	n/a
Makeup is Deception, Makeup is Intellectual	Cosmetology services; cosmetology products related to eyebrow care; cosmetology implements related to eyebrow care	n/a

Schedule 2 of Trademark Assignment

browgal.com

Schedule 3 to Trademark Assignment

Service	Account Handle
Gmail	browgal.nashville@gmail.com
Instagram	brow_gal
Facebook	brow gal
Twitter	@IAmBrowGal