

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/30/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alberto-Culver USA, Inc.		03/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Strength of Nature, LLC		
Street Address:	64 Ross Rd.		
City:	Savannah		
State/Country:	GEORGIA		
Postal Code:	31405		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3128703	MOTIONS	
CORRESPONDENCE DATA			
Fax Number:	9122363003		
<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:	9122363001		
Email:	nbelzer@belzerlaw.com		
Correspondent Name:	Nathan C. Belzer		
Address Line 1:	2905 Bull St.		
Address Line 4:	Savannah, GEORGIA 31405		
ATTORNEY DOCKET NUMBER:	SON		
NAME OF SUBMITTER:	Nathan C. Belzer		
SIGNATURE:	/Nathan C. Belzer/		
DATE SIGNED:	03/21/2016		
Total Attachments: 4			
source=Willow II - Motions Corrective US Trademark Assignment Agreement - Alberto-Culver USA, Inc. #page1.tif			
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OP \$40.00 3128703

**NUNC PRO TUNC TRADEMARK ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This Trademark Assignment and Assumption Agreement (“Assignment”) is made on this 30th day of November, 2015, *nunc pro tunc*, between ALBERTO-CULVER USA, INC. (“Assignor”), and STRENGTH OF NATURE, LLC, a Georgia limited liability company (“Assignee”). All capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase and Sale Agreement (the “Purchase Agreement”), dated November 24, 2015, by and between Conopco, Inc., a New York corporation (the “Company”) and Assignee.

WHEREAS, Assignor is the owner of all right, title and interest in and to the Transferred Trademarks listed on the attached Schedule A, the applications and/or registrations therefor, and the common law rights therein, as well as the goodwill associated with the business symbolized by the Transferred Trademarks (collectively, the “Marks”);

WHEREAS, Assignee is desirous of acquiring all of Assignor’s rights in and to the Marks;

WHEREAS, the Assignor entered into that certain Trademark Assignment and Assumption Agreement with Alberto-Culver International, Inc. on November 30, 2015 (“ACI Assignment”) and such ACI Assignment inadvertently included the Marks;

WHEREAS, the ACI Assignment has been recorded against the Marks at the United States Patent and Trademark Office and the parties hereto have entered into this Assignment to correct the chain of title as to the Marks; and

WHEREAS, this Assignment may be recorded by Assignee in its sole discretion as it deems appropriate with the applicable governmental office or administrative agency.

NOW, THEREFORE, for the good and valuable consideration set out in the Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its entire right, title, and interest in and to the Marks; and


Said Marks to be held and enjoyed by the above-named Assignee, for Assignee’s own use and benefit, and for Assignee’s successors and assigns to the full end of the terms for which said trademarks may be granted, including any renewals thereof, as fully and entirely as the same would have been held by the undersigned Assignor had this assignment and sale not been made; and for the aforesaid consideration Assignor hereby covenants, agrees and undertakes to execute, whenever reasonably requested in writing by the above-named Assignee, all trademarks registrations, assignments, lawful oaths and any other papers which are provided to it by Assignee and which are reasonably necessary or desirable for securing to Assignee or for maintaining for Assignee the Marks hereby assigned, at the sole cost and expense of Assignee. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation or warranty other than as expressly set out in the Purchase Agreement.

The interpretation and performance of this Assignment shall be governed by and in accordance with the laws of the State of New York without regard to such State's conflicts of law principles (other than Section 5-1401 of the General Obligations Law of the State of New York).

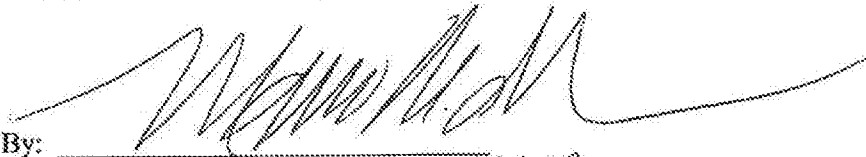
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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the date first above written.

ALBERTO-CULVER USA, INC.

By: 
Name: Joseph J. Colburn
Title: Duty Authorized
2-3-16

STRENGTH OF NATURE, LLC

By: 
Name: MARIO M. DELA GUARDIA
Title: PRESIDENT
3-2-16

[Signature Page to Trademark Assignment and Assumption Agreement]

SCHEDULE A

<i>Country</i>	<i>Trademark</i>	<i>TM Logo</i>	<i>Classes</i>	<i>Application No</i>	<i>Registration No</i>	<i>Status</i>	<i>Next Renewal Due</i>	<i>Registered Proprietor</i>
United States of America	MOTIONS		3	78444489	3128703	Registered	15 Aug 2016	Alberto-Culver USA, Inc.
Classes								
3			Goods/Services					
			Hair care preparations.					

TRADEMARK

REEL: 005754 FRAME: 0200

RECORDED: 03/21/2016