

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378503

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900356738		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NiaNicole Salon Inc.		10/31/2014	Corporation:
RECEIVING PARTY DATA			
Name:	Wilecia Galloway		
Street Address:	3150 Woodwalk Drive #3405		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4618431	N NIANICOLE SALON	
Registration Number:	4876709	NIANICOLE SALON	
CORRESPONDENCE DATA			
Fax Number:	7702173340		
<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:	7708154604		
Email:	barrett18nicole@hotmail.com		
Correspondent Name:	Nicole Barrett		
Address Line 1:	3641 Erdly Lane		
Address Line 4:	Snellville, GEORGIA 30039		
NAME OF SUBMITTER:	Nicole Barrett		
SIGNATURE:	/Nicole Barrett/		
DATE SIGNED:	03/30/2016		
Total Attachments: 3			
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source=Nicole Barrett#page3.tif			

AGREEMENT/CONTRACT FOR SALE OF BUSINESS

AGREEMENT MADE between

SELLER: Nicole Barrett ,owner of Nia Nicole Salon , Inc.

Address: 3641 Erdly Lane Snellville, GA 30039, and

BUYER: Wilecia Galloway

Address: 3150 Woodwalk Dr. Unit 3405 Atlanta, GA 30339

The parties recite and declare:

1. Seller now owns and conducts a business known as **NiaNicole Salon at 2399 Scenic Highway South, City of Snellville, County of Gwinnett, State of Georgia.**
2. Seller desires to sell and Buyer desires to buy such business for the price and on the terms and conditions hereinafter set forth.

FOR THE REASONS set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Seller and Buyer covenant and agree:

1. **Sale of Business.** Seller agrees to sell and Buyer agrees to purchase, free from all liabilities and encumbrances, the above-described business, the goodwill of the business as a going concern, all of Seller's rights under its contracts, licenses, and agreements, and all assets and property owned and used by Seller in such business as specified in Exhibit A - SUMMARY BUSINESS VALUATION OF STATIONS AND EQUIPMENT, other than property specifically excluded. This sale does not include the cash on hand or in banks at the date of closing or such other property.

2. **Consideration.** In consideration for the transfer of the above described business from Seller to Buyer, Buyer shall pay to Seller the sum of **twenty-five thousand dollars (\$25,000)**, which Seller shall accept from Buyer as payment in full.

3. **Allocation of Purchase Price.** The purchase price shall be allocated to the various assets of the business as follows:

- (a) Trademark (code: class 25): \$5,000
- (b) Brand \$20,000

4. **Adjustments before signing of contract.** Adjustments shall be made at the time of signing for all operating expenses including, but not limited to, insurance premiums, utility charges.

- (a)\$744.43 for loan payment (December 13th 2014)

- (b) \$50 Filing Annual LLC registrations and changing officers
- (c) \$15 Trademark or Service Mark renewal

5. Upon payment of the purchase price then due to Seller, Seller shall deliver to Buyer such instruments of transfer as are necessary to transfer to Buyer the business and property referred to herein. Such instruments of transfer shall effectively transfer to Buyer full title to the business and property free of all liens and encumbrances.

6. Representations of Seller. Seller represents and warrants that:

- (a) She is duly qualified under the laws of the State of Georgia to carry on the business as now owned and operated.
- (b) She is the owner of and has good and marketable title to the business involved in this sale, free of all restrictions on transfer or assignment and all encumbrances.
- (c) No proceedings, judgments, or liens are now pending or threatened against her or against the business.
- (d) Seller has complied with, and is not in violation of, all applicable federal, state, and local statutes, laws, and regulations affecting Seller's properties or the operation of Seller's business.
- (e) He will, up to the date of closing, operate his business in the usual and ordinary manner and will not enter into any contract except as may be required in the regular course of business.

7. **Risk of Loss by Fire.** Seller assumes all risk of destruction, loss, or damage by fire prior to the closing of this transaction. If any such destruction, loss, or damage amounts to more than \$50,000, Buyer may at her option terminate this Agreement. In such an event, the escrow agent shall forthwith pay to Buyer the purchase money held by her, and the escrow agent shall be discharged from all liability therefore.

8. **Assumption of Liabilities.** Buyer agrees to assume those liabilities that arise in the ordinary course of Seller's business after the signing of this Agreement but before closing. Buyer shall not be liable for any of the obligations or liabilities of Seller of any kind and nature other than those specifically mentioned herein. Buyer will indemnify Seller against any and all liability under the contracts and obligations assumed hereunder, provided that Seller is not in default under any of such contracts or obligations at the date of closing.

9. **Modification.** No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

10. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement

Nicole Barrett 10.31.14
Seller (Printed) Date

[Signature] 10.31.14
Seller (Signed) Date

Wilma Galloway 10.31.14
Buyer (Printed) Date

[Signature] 10.31.14
Buyer (Signed) Date

