

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Babe Ventures, Inc.		06/14/2016	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	BIG IP OpCo, LLC		
Street Address:	631 North 400 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84103		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4790017	BABE	
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:	dp@beautyindustrygroup.com		
Correspondent Name:	Derrick Porter, Beauty Industry Group		
Address Line 1:	631 North 400 West		
Address Line 4:	Salt Lake City, UTAH 84103		
NAME OF SUBMITTER:	Marc Legrand		
SIGNATURE:	/Marc Legrand/		
DATE SIGNED:	06/16/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of June 14, 2016 (the "Effective Date"), by Babe Ventures, Inc., a Utah corporation, with its principal place of business at 631 N. 400 W., Salt Lake City, Utah 84103 ("Assignor") and BIG IP OpCo, LLC, a Utah limited liability company, with its principal place of business at 631 N. 400 W., Salt Lake City, Utah 84103 ("Assignee").

RECITALS

A. Assignor is the owner of the U.S. trademark for "BABE" with registration number 4,790,017 (the "Trademark").

B. Assignee desires to obtain, and Assignor desires to transfer and assign to Assignee, all of Assignor's right, title and interest in and to the Trademark according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, and Assignee hereby assumes, the Assignor's entire worldwide right, title and interest in and to the Trademark, including, without limitation, all associated goodwill, all common law rights, all rights of priority in any country as may now or hereafter be granted to it by law, all applications, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of the Trademark, in each case for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Section 2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

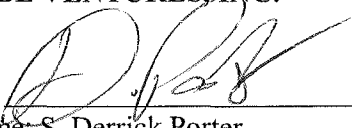
Section 4. GOVERNING LAW. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 5. CONTRIBUTION AGREEMENT. This Assignment is made subject to and with the benefit of the respective provisions of that certain Contribution Agreement dated as of even date herewith, by and among Assignor, Assignee, and the other persons set forth on the signature pages thereto (as amended from time to time, the "Contribution Agreement"). In the event the terms of this Assignment conflict with the terms of the Contribution Agreement, the terms of the Contribution Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being duly authorized action on behalf of Assignor and Assignee have executed this Assignment as of the Effective Date.

BABE VENTURES, INC.

By: 
Name: S. Derrick Porter
Title: President

BIG IP OPCO, LLC

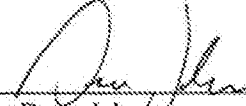
By: _____
Name: Drew Johnson
Title: Authorized Representative

IN WITNESS WHEREOF, the undersigned, being duly authorized action on behalf of Assignor and Assignee have executed this Assignment as of the Effective Date.

BABE VENTURES, INC.

BIG IP OPCO, LLC

By: _____
Name: S. Derrick Porter
Title: President

By:  _____
Name: Drew Johnson
Title: Authorized Representative