

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404256

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
dome BEAUTY, LLC		08/27/2016	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kevin Berg		
<b>Street Address:</b>	640 N La Salle		
<b>Internal Address:</b>	Ste 295		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4934889	EYE JEWELS	
<b>Registration Number:</b>	4793428	DOME DIFFUSED DELIVERY SYSTEM	
<b>Registration Number:</b>	4767720	PRECISION DIFFUSER	
<b>Registration Number:</b>	4767719	THE DIFFUSER	
<b>Registration Number:</b>	4767715	PYRAMID POWDER	
<b>Registration Number:</b>	4767714	PYRAMID PAINT	
<b>Registration Number:</b>	4767712	KOHL DUST	
<b>Registration Number:</b>	4767711	GLASS LASH	
<b>Registration Number:</b>	4767710	MAKE-UP MADE MODERN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2126021338		
<b>Email:</b>	STEFAN@STOYANOV.LAW.COM		
<b>Correspondent Name:</b>	Stefan Stoyanov		
<b>Address Line 1:</b>	757 Third Avenue, 20th Floor		
<b>Address Line 2:</b>	19th Floor		

OP \$240.00 4934889

**Address Line 4:** New York, NEW YORK 10017

**NAME OF SUBMITTER:** Stefan R Stoyanov

**SIGNATURE:** /Stefan R Stoyanov/

**DATE SIGNED:** 11/03/2016

**Total Attachments: 5**

source=1\_NY LLC to Berg#page1.tif

source=1\_NY LLC to Berg#page2.tif

source=1\_NY LLC to Berg#page3.tif

source=1\_NY LLC to Berg#page4.tif

source=1\_NY LLC to Berg#page5.tif

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of August 27, 2016 between dome BEAUTY, LLC (the "Assignor"), a New York limited liability company, and Kevin Berg (the "Assignee"), a resident of the State of Illinois. The Assignor and Assignee are referred to collectively as the "Parties."

WHEREAS, Assignee made a loan to Assignor, as evidenced by a Promissory Note dated on or around May 15, 2016 (the "Note"); and

WHEREAS, as security for the performance of Assignor's obligations under the Note, Assignor agreed to pledge collateral (the "Collateral"), as described in a Pledge and Security Agreement executed by the Parties on or around May 15, 2016 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, an Event of Default has occurred, and Assignee has declared all Secured Obligations to be immediately due and payable; and

WHEREAS, pursuant to the Security Agreement, Assignee now has the right, in respect of the Collateral, to exercise all rights and remedies of a secured party on default, and

WHEREAS, the Collateral includes, but is not limited to certain U.S. trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office, (collectively the "Trademarks") listed on Annex A attached hereto and made a part hereof, of which Assignor was the rightful owner and which Assignor adopted, acquired, and used in a substantially exclusive and continuous manner in its business; and

WHEREAS, pursuant to the Security Agreement, Assignee is entitled to receive from Assignor the Collateral, including all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- I. Assignor does hereby convey and assign unto Assignee, and Assignee, its successors and assigns hereby accepts all of Assignor's right, title and interest, whether statutory or at common law, in and to the following:
  - a. the Trademarks, together with all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

Signature page to Trademark Assignment


d. any and all claims and causes of action, with respect to any of the Trademarks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and 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 and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor further authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment at the request of the Assignor.
3. Assignor further agrees to execute such further documents as may be reasonably required to record Assignee as the owner of the Trademarks and registrations and applications herein assigned.

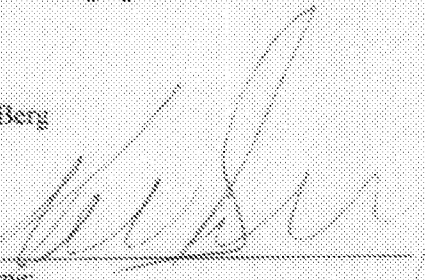
This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

dome BEAUTY, LLC, a New York limited liability company

By:   
Name: MTP Tolby Trust / Maribeth Pyne  
Title: Managing Member / CEO

Kevin Berg

By:   
Name:  
Title:

**ANNEX A**

**List of Trademarks**

**U.S. Federal Marks**

	Ser. Number	Reg. Number	Word Mark	Registration Date
1	86415705	4934889	Eye Jewels	April 12, 2016
2	86415862	4793428	Dome Diffused Delivery System	August 18, 2015
3	86415907	4767720	precision DIFFUSER	July 7, 2015
4	86415884	4767719	the DIFFUSER	July 7, 2015
5	86415820	4767715	Pyramid Powder	July 7, 2015
6	86415808	4767714	Pyramid Paint	July 7, 2015
7	86415744	4767712	Kohl Dust	July 7, 2015
8	86415723	4767711	Glass Lash	July 7, 2015
9	86415685	4767710	Make-Up Made Modern	July 7, 2015

**Common Law Marks**

dome Beauty™, a standard character mark

Create your beauty. Have no fear.™, a standard character mark

Making Make-Up Modern™, a standard character mark

Star Ruby Eye Jewels™, a standard character mark

Concrete Diamond Shadow™, a standard character mark

Sun Stone Diamond Shadow™, a standard character mark

Black Magic Mascara™, a standard character mark

**Purchase of LLC Interests in  
Dome Beauty LLC**

This Agreement (the "Agreement") dated as of May 15, 2016, is between Dome Beauty LLC, a New York limited liability company (the "Company") and Kevin Berg ("Berg"), a resident of the State of Illinois. Capitalized terms not otherwise defined herein have the respective meanings given to them under the Operating Agreement (as defined herein).

WITNESSETH:

WHEREAS, the members of the Company have previously formed the Company and executed an Operating Agreement (the "Operating Agreement") dated March 6, 2014; and

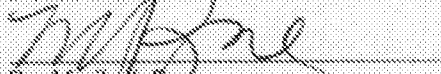
WHEREAS, the parties hereto desire to that Berg purchases an economic interest in the Company

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and intending to be legally bound, the parties hereby agree as follows:

1. **Purchase of Units.** Berg hereby agrees to purchase a ten percent (10%) economic interest from the Company for a purchase price of fifteen thousand dollars (\$15,000). For purposes of clarity, Berg shall have no voting or other rights as a Member of the Company other than all economic rights (including rights to distributions and profits) set forth in the Operating Agreement.
2. **Admission of New Member.** The Company agrees to carry out all further necessary acts, including the preparation of all necessary documentation, in order to consummate the admission of Berg as the new Member of the Company.
3. **Severability.** The various provisions of this Agreement are severable from each other and from the other provisions of the Agreement, and in the event that any provision in this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be fully effective, operative and enforceable.
4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.
5. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without reference to conflict of laws principles.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date above first written.

DOME BEAUTY



By: Maribeth Rose  
Its: Managing Member

KEVIN BERG

