

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405498

<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>
Kathleen B. Jennings DBA Openpedi, LLC DBA BeautyNow		09/21/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Groupon, Inc		
<b>Street Address:</b>	3101 Park Blvd.		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94306		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4510837	BEAUTYNOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156597335		
<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>	415-836-2511		
<b>Email:</b>	TMDocket@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 2:</b>	Attn: Stephanie Hall, Esq.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2933		
<b>NAME OF SUBMITTER:</b>	Stephanie L. Hall		
<b>SIGNATURE:</b>	/Stephanie L. Hall/		
<b>DATE SIGNED:</b>	11/15/2016		
<b>Total Attachments: 2</b>			
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source=BeautyNow Trademark Agreement, 11-14-16#page2.tif			

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**EXHIBIT A**

**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT (this "Agreement") is made and entered into by and between Groupon, Inc., a Delaware corporation with an address of 3101 Park Blvd., Palo Alto, California 94306 ("Assignee"), and Kathleen B. Jennings DBA Openpedi, LLC DBA BeautyNow, a Texas limited liability company with an address of 3227 Reba Drive, Houston, Texas 77019 ("Assignor"). Each of the parties may be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the BEAUTYNOW trademark, together with the common law rights and goodwill associated therewith, including U.S. Reg. No. 4510837, (the "BEAUTYNOW Mark");

WHEREAS, pursuant to the Trademark Agreement dated September 21, 2016, Assignee is entitled to acquire all right, title and interest in and to the BEAUTYNOW Mark, together with the common law rights and goodwill associated therewith;

**ASSIGNMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest the BEAUTYNOW Mark, including with the common law rights and goodwill associated therewith, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the BEAUTYNOW Mark, if any, in each case whether now existing or hereafter created, together with the proceeds thereof.

Assignor, on and after the Effective Date of this Agreement, shall at the reasonable request and the expense of Assignee: (a) execute and deliver or cause to be delivered any documents and further instruments of assignment consistent with the present assignment and that may be reasonably required to evidence or effectuate the assignment of the BEAUTYNOW Mark, and (b) take or cause to be taken all such other actions, as may reasonably be deemed necessary or desirable in order for Assignee to obtain the full benefits of the present assignment of the BEAUTYNOW Mark and to maintain and enforce the BEAUTYNOW Mark in all jurisdictions. The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its assigns.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned. Each party represents that it has the power and authority to enter into this Agreement. If any term of this Agreement is held void, voidable, invalid, inoperative or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect.

This Agreement shall be deemed effective as of September 21, 2016 (the "Effective Date"). It may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this assignment by its officers and representatives thereunto duly authorized.

**ASSIGNOR**

By: Kathleen Jennings  
Name: Kathleen Jennings  
Title: CEO, managing member  
Date: 9/26/2016

**ASSIGNEE**

By: JM  
Name: JASON HARINSTEIN  
Title: SVP CORPORATE DEVELOPMENT  
Date: 11/14/2016