

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miracle 7, Inc.		01/03/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	IT'S A NEW 10, LLC		
Street Address:	4613 North University Drive, #478		
City:	Coral Springs		
State/Country:	FLORIDA		
Postal Code:	33067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3683736	MIRACLE 7	
Registration Number:	4408072	HEAVENLY HEALER	
Registration Number:	4666082	MIRACLE 7 FOR HEAVENLY HAIR	
Serial Number:	86192567	MIRACLE 7 FOR HEAVENLY HAIR	
CORRESPONDENCE DATA			
Fax Number:	3038997333		
<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:	3038997300		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Grant D. Munyon, Hogan Lovells US LLP		
Address Line 1:	1601 Wewatta St, Suite 900		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Grant Munyon		
SIGNATURE:	/Grant Munyon/		
DATE SIGNED:	01/17/2017		
Total Attachments: 12			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (“**Assignment**”), dated as of January 3, 2017, is entered into by and among It’s A 10, Inc., a Florida corporation (“**IAT**”), Miracle 7, Inc., a Florida corporation (“**M7**”), Just for Extensions Inc., a Florida corporation (“**JFE**”), [REDACTED] (IAT, M7, JFE [REDACTED]), each an “**Assignor**”, and collectively, the “**Assignors**”, and It’s A New 10, LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, each Assignor owns all right, title and interest throughout the world in and to the intellectual property set forth below its name on Schedule A attached hereto (including without limitation all marks therein and the goodwill associated therewith and symbolized thereby) (collectively, the “**IP**”);

WHEREAS, subject to the Purchase Agreement, each Assignor desires to assign, transfer, convey and deliver all of such Assignor’s right, title and interest throughout the world in and to the IP to Assignee; and

WHEREAS, subject to the Purchase Agreement, each Assignor and Assignee are hereby effecting such assignment, transfer, conveyance and delivery of all of the right, title and interest of each Assignor throughout the world in and to the IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Assignee hereby agree as follows:

1. Each Assignor has assigned, and hereby assigns, transfers, conveys and delivers, to Assignee, subject to the Purchase Agreement, all right, title and interest of such Assignor throughout the world in and to the IP, the same to be held and enjoyed by Assignee, its successors and assigns.

2. Each Assignor further assigns to Assignee all of such Assignor’s right to sue for and receive all damages and benefits accruing from past, present or future infringements of the IP.

4. This Assignment is given pursuant to that certain Asset Purchase Agreement, dated as of December 12, 2016, by and among the Assignors, the Assignee and the Shareholders party thereto (the “**Purchase Agreement**”), and is subject to the terms thereof. This Assignment shall not be construed to amend the terms of the Purchase Agreement nor limit, alter, impair, enlarge or enhance the rights thereunder of the parties thereto. This Assignment is given solely for the purpose of separately evidencing certain of the transactions contemplated by the Purchase Agreement. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release the parties to the Purchase Agreement from any of their respective covenants, obligations or duties under the Purchase Agreement, it being the intention of such parties that such covenants, obligations and duties shall survive the execution and delivery of this Assignment except to the extent otherwise expressly provided in the Purchase Agreement.

5. Binding Nature of Agreement; Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. No Seller may assign or transfer its, his or her rights or obligations under this Assignment unless the prior written consent of the Buyer are given for such assignment. Buyer may assign or transfer its rights or obligations under this Assignment to any Affiliate of Buyer without obtaining the consent of any party, but Buyer may not assign or transfer its rights or obligations under this Assignment to any Person who is not an Affiliate of Buyer, unless the prior written consent of the Sellers is given for such assignment. Nothing in this Assignment is intended to confer any rights or benefits to any third party.

6. Controlling Law. This Assignment and all questions relating to this Assignment's validity, interpretation, performance and enforcement, shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, notwithstanding any conflict-of-law provisions to the contrary.

7. Consent to Jurisdiction; Venue. Buyer and each Seller (i) irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts of the State of Florida in any action arising out of or in any way connected to this Assignment, (ii) agree that all claims in such action may be decided only in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum, and (iv) consent to the service of process by mail. A final judgment in any such action shall be conclusive and may be enforced in other jurisdictions. Each party agrees that for any lawsuit between or among the parties arising in whole or in part under or in connection with this Assignment, such party will bring lawsuits only in the courts of the State of Florida located in Broward County. Each party further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction.


8. WAIVER OF JURY TRIAL. BUYER AND EACH SELLER KNOWINGLY, VOLUNTARILY, IRREVOCABLY, UNCONDITIONALLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY AND RELATED TO THIS ASSIGNMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR BUYER AND EACH SELLER TO ENTER INTO THIS ASSIGNMENT.

9. Execution. This Assignment may be executed in counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment shall become binding when one or more counterparts hereof or thereof, individually or taken together, shall bear the signatures of all of the parties reflected here on or thereon, respectively, as the signatories. The facsimile or email transmission of a signed signature page, by any party to the other(s), shall constitute valid execution and acceptance of this Assignment by the signing/transmitting party.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the date first above written.

ASSIGNEE:

IT'S A NEW 10, LLC

By: 
Name: Carolyn Aronson
Title: Chief Executive Officer

ASSIGNORS:

IT'S A 10, INC.
MIRACLE 7 INC.
JUST FOR EXTENSIONS INC.

By: _____
Name: Scott Scharg
Title: President

IT'S A 10, INC.
MIRACLE 7 INC.
JUST FOR EXTENSIONS INC.

By: 
Name: Carolyn Aronson
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the date first above written.

ASSIGNEE:

IT'S A NEW 10, LLC

By: _____

Name: Carolyn Aronson

Title: Chief Executive Officer

ASSIGNORS:

IT'S A 10, INC.

MIRACLE 7 INC.

JUST FOR EXTENSIONS INC.

IT'S A 10, INC.

MIRACLE 7 INC.

JUST FOR EXTENSIONS INC.

By:  _____

Name: Scott Scharg

Title: President

By: _____

Name: Carolyn Aronson

Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]

SCHEDULE A

INTELLECTUAL PROPERTY

[See Attached]

Owned Intellectual Property


It's a 10, Inc.

Mark	Serial No. or Reg. No.	Goods Identified	Filing Date	Registration Issue Date	status
It's a 10 Owner: It's a 10, Inc.	78/753586 Reg. No. 3,420,182	A full line of hair care products, namely, shampoos, and conditioners, styling gels, hair lotions and hair sprays.	11/14/05	4/29/08	Registered 04/29/08 . Section 8 & 15 accepted. Renewal due 4/29/18 .
Miracle Leave In Products	78/753642 Reg. No. 3,446,682	A full line of hair care products, namely, shampoos, conditioners, styling gels, hair lotions and hair sprays.	11/14/05	6/10/08	Registered 06/10/08 . Section 8 & 15 accepted 6/28/13; renewal due 6/10/18 .
It's a 10 International Registration Owner: It's a 10, Inc.,	Int'l Reg. No. 980,760 (Covers all 27 European Union countries)			9/17/08	Registered 9/17/08 . Due for renewal 9/17/18 .
Miracle Styling Serum	77/872018/Re g. No. 4,006,825	A full line of hair care products, namely, shampoos and conditioners, styling gels and hair sprays.	11/13/09	8/2/11	Registered 8/2/11 . Section 8 & 15 due after 8/2/16 . Renewal due 8/2/21 .
Miracle Daily Conditioner Owner: It's a 10, Inc.	76/696853/Re g. No. 3,974,756	Conditioners	4/3/09	6/7/11	Registered 6/7/11 . Section 8 & 15 filed 6/28/16 . Renewal due 6/7/21 .
Miracle Hair Mask Owner: It's a 10, Inc.	77/794028 Reg. No. 3760933	Hair care products, namely, a hair conditioner and strengthener.	7/31/09	3/16/10	Registered 3/16/10 . Section 8 & 15 filed 10/28/15 . Renewal due 3/16/20 .

Mark	Serial No. or Reg. No.	Goods Identified	Filing Date	Registration Issue Date	status
Miracle Moisture Shampoo Owner: It's a 10, Inc.	77/794942 Reg. No. 3761012	Hair care products, namely, shampoos.	8/1/09	3/16/10	Registered 3/16/10 . Section 8 & 15 filed 1/27/16 ; renewal due 3/16/20 .
Miracle Shine Spray Owner: It's a 10, Inc.	77/794428 Reg. No. 3760956	Hair care products, namely, hair sprays.	7/31/09	3/16/10	Registered 3/16/10 . Section 8 & 15 filed 3/1/16 , notice of acceptance of Section 8 & 15 received 5/2/16 ; Renewal due 3/16/20 .
Miracle Texture Fiber Owner: It's a 10, Inc.	76/703187 Reg. No. 4280060	Hair care styling aids.	6/1/10	1/22/13	Registered 1/22/13 . Section 8 & 15 due between 1/22/18 and 1/22/19 .
Miracle Firm Hold Gel Owner: It's a 10, Inc.	76/703186 Reg. No. 4210234	Hair care styling aids, namely, hair gels.	6/1/10	9/18/12	Registered 9/18/12 . Section 8 & 15 due between 9/18/17 and 9/18/18 .
MIRACLE SHAMPOO PLUS KERATIN	85/243515 Reg. No. 4210868	Hair care products, namely, shampoos.	2/16/11	9/18/12	Registered 9/18/12 . Section 8 & 15 due between 6/18/17 and 6/18/18 .
MIRACLE LEAVE-IN LITE	85/243510 Reg. No. 4276330	Hair care products, namely, leave-in conditioning aids.	2/16/11	1/15/13	Registered 1/15/13 . Section 8 & 15 due between 1/15/18 and 1/15/19 ; renewal due 1/15/2023 .
MIRACLE LEAVE-IN PLUS KERATIN	85/243502 Reg. No. 4082539	Hair care products, namely, styling, nourishing and protective sprays.	2/16/11	1/10/12	Registered 1/10/12 Section 8 & 15 due between 1/10/17 and 1/10/18 .
MIRACLE VOLUME SHAMPOO	4210867	Hair care products, namely, shampoos.	2/16/11	9/18/12	Registered. Section 8 & 15 due before 9/18/18 . Renewal due 9/12/22 .
MIRACLE OIL PLUS KERATIN	4210866	Hair care products, namely, oil preparation for hair.	2/16/11	9/18/12	Registered 9/18/12 . Section 8 & 15 due before 9/18/18 . Renewal due 9/12/22 .

Mark	Serial No. or Reg. No.	Goods Identified	Filing Date	Registration Issue Date	status
MIRACLE FINISHING SPRAY	4210865	Hair care products, namely, styling sprays.	2/16/11	9/18/12	Registered 9/18/12 . Section 8 & 15 due before 9.18.18 . Renewal due 9/12/22 .
MIRACLE STYLING CREAM	4210796	Hair care styling aids, namely, creams.	2/16/11	9/18/12	Registered 9/18/12 . Section 8 & 15 due before 9/18/18 ; renewal due 9/18/22 .
Miracle Blowdry Volumizer	85/338048 Reg. No. 4268991	Hair care products, namely, styling sprays	6/3/11		Registered 1/1/13 . Section 8 & 15 due between 1/1/18 and 1/1/19 .
Miracle Leave-in Potion Plus Keratin	85/630,284 4,515,285	Hair care products, namely, conditioning styling aids	5/21/12	4/15/14	Registered 4/15/14 Section 8 & 15 due between 4/15/19 and 4/15/20 ; Renewal due 4/15/24 .
Miracle Dry Shampoo and Conditioner In One	85/643,946 4,526,336	Hair care products, namely dry shampoos and conditioners.	6/5/12	5/6/14	Registered 5/6/14 . Section 8 & 15 due between 5/6/19 and 5/6/20 ; Renewal due 5/6/24 .
Miracle Volume Shine Treatment	85/643,953	Hair Care Products	6/5/12		Client stated she has no plans to use this mark.
Miracle Silk Smoothing Balm	85/643,966 Reg. No. 4672156	Hair care products, namely, hair styling balms	6/5/12	1/13/15	Registered 1/13/15 . Section 8 & 15 due between 1/13/20-1/13/21 .
Miracle Super Hold Finishing Spray Plus Keratin	85/643,941 Reg. No. 4404332	Hair care products, namely, styling sprays	6/5/12	9/17/13	Registered 9/17/13 . Section 8 & 15 due between 9/17/18 and 9/17/19 ; renewal due 9/17/23 .
Miracle Silk	85/644,392 4,556,470	Hair care products, namely, shampoos and conditioners	6/6/12	6/24/14	Registered 6/24/14 . Section 8 & 15 due between 6/24/19 and 6/24/20 , renewal due 6/24/24 .

Mark	Serial No. or Reg. No.	Goods Identified	Filing Date	Registration Issue Date	status
It's a 10 5 Minute Hair Repair for Blondes	85/693,469 Reg. No. 4412096	Hair care products, namely, masks.	8/2/12	10/1/13	Registered 10/1/13 . Section 8 & 15 due between 10/1/18 and 10/1/19 . Renewal due 10/1/23 .
Silk Express	85/849,712 Reg. No. 4376582	Hair care products, namely, balms, creams, hair styling preparations, shampoos and conditioners	2/14/13	7/30/13	Registered 7/30/13 Section 8 & 15 due between 7/30/18 and 7/30/19 .
Silk Express In10Sive Leave In	85/848,181 Reg. No. 4610539	Hair products, namely, leave-in conditioner, styling treatment, and hair crème.	2/12/13	9/23/14	Registered 9/23/14 . Section 8 & 15 due between 9/23/19 and 9/23/20 .
Miracle Leave In For Blondes	85/630289 Reg. No. 4404247	Hair care products, namely, conditioning styling aids.	5/21/12	9/17/13	Registered 9/17/13 . 8&15 due between 9/17/18 - 9/17/19 ; Renewal due 9/17/23 .
Miracle Dry Oil Spray Plus Keratin With Argan Oil	86/029009 Reg. No. 4622239	Hair care products, namely, hair oil, hair spray, hair conditioner, hair care preparations.	8/6/13	10/14/14	Registered 10/14/14 . Section 8 & 15 due between 8/14/19 and 8/14/20 .
It's a 10 Plus Logo Design-China			8/14/13		Application filed in China 8/14/13 .
It's a 10 Package Copyright	00129803				Copyright registration issued 7/23/14 .
MIRACLE-China	13078379		8/14/13		Opposition filed by Lancome. Decision in favor of It's a 10 issued in September of 2016.

Mark	Serial No. or Reg. No.	Goods Identified	Filing Date	Registration Issue Date	status
It's a 10 Miracle Leave In Product trade dress 	86/006450 Reg. No. 4578758		8/5/14	08/5/14	Registered 08/5/14 . Section 8&15 due between 8/5/19-8/15/20 ; Renewal due 8/5/24 .
Miracle Styling Mousse	86/166076 Reg. No. 4537870		1/15/14	5/27/14	Registered 05/27/14 . Section 8&15 due between 5/27/19-5/27/20 .
Miracle Deep Conditioner Plus Keratin	86/195822 Reg. No. 4592966	Hair care products, namely, conditioners.	2/17/14	8/26/14	Registered 8/26/14 . Section 8 & 15 due between 8/26/19 and 8/26/20 .
HGH Healthy Growing Hair	86/184,693	Hair care products and styling aids, namely, shampoos, conditioners, gels, mousse, lotions, creams and sprays.	2/5/14		Statement of Use or extension due 4/7/17 .
Miracle Silk Hair Mask	86/206,897	Hair care preparations; hair care products, namely, hair masks.		3/17/15	Registered 3/17/15 . Section 8&15 due between 3/17/20 – 3/17/21 ; renewal due 3/17/25 .
Miracle Silk Shampoo	86/208383	Hair care products, namely, shampoos.	3/2/14	3/17/15	Registered 3/17/15 . Section 8&15 due between 3/17/20-3/17/21 ; renewal due 3/17/25
Potion 10 Miracle Repair Shampoo	86/395361	Hair care preparations; shampoos.	9/16/14		Opposed by Wella AG. Opposition pending
Potion 10 Miracle Repair Conditioner	86/395889	Hair care preparations; conditioners.	9/16/14		Opposed by Wella AG. Opposition pending
Miracle Whipped Styling Balm	87/059007	Hair care products, namely, styling balms.	6/3/16		Published on October 12, 2016.

Mark	Serial No. or Reg. No.	Goods Identified	Filing Date	Registration Issue Date	status
He's a 10	86/825968	Hair care preparations	11/19/15		Statement of use filed; awaiting response.

Miracle 7, Inc.

Mark	Serial No. or Reg. No.	Goods Identified	Filing Date	Issue Date
Miracle 7 Owner: Miracle 7, Inc. by assignment recorded September 22, 2009	Reg. No. 3683736 Serial No. 86192567	A full line of hair care products, namely, shampoos, conditioners, styling gels, hair lotions and hair sprays.	11/6/07	Section 8 and 15 Renewal due 9/15/19
Heavenly Healer	85/643,963 Reg. No. 4408072	Hair care products, namely, hair styling creams	6/5/12	9/24/13 Section 8 and 15 due between 9/24/18 and 9/24/19 ; Renewal due 9/24/23
Miracle 7 for Heavenly Hair (black & white logo)	Reg. No. 8666081. Serial no. 86/192,567	Hair care products, namely, shampoos, conditioners, styling gels, hair lotions and hair sprays	2/13/14	Registered. Section 8 and 15 due between 1/6/20 and 1/6/21 .
Miracle 7 for Heavenly Hair (gold & white logo)	Reg. No. 4666082 Serial no. 86/192,594	Hair care products, namely, shampoos, conditioners, styling gels, hair lotions and hair sprays	2/13/14	1/6/15 ; Section 8 and 15 due between 1/6/20 and 1/6/21 .

Just For Extensions Marks

Mark	Serial No. or Reg. No.	Goods Identified	Filing Date	Issue Date	status
Just for Extensions	Reg. No. 4808812 App. No.85/635,661	Hair products namely hair care preparations, conditioners, sprays for women	5/25/12		Registered 9/8/15 Section 8 and 15 due between 8/15/20 and 8/15/21 Renewal due 9/8/25