

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LunchBOX, LLC		07/24/2017	Limited Liability Company: IDAHO
RECEIVING PARTY DATA			
Name:	LunchboxWax Holdings, LLC		
Street Address:	818 W. Idaho Street		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83702		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4267516	LUNCHBOX (A WAXING SALON)	
Registration Number:	4260810	LUNCHBOX	
Serial Number:	87148838	LUNCHBOXWAX	
Serial Number:	87148787	LUNCHBOXWAX	
Serial Number:	87148872		
Registration Number:	5075166	FRIENDS WITH BENEFITS	
Serial Number:	86890253	FWB	
Registration Number:	4627497	BARE YOUR BEAUTY	
Registration Number:	4616623	SOFTBOX	
Registration Number:	4568433	BOX ESSENTIALS	
Registration Number:	4560465	BOXBUCKS	
Registration Number:	4560461	FRESHBOX	
Registration Number:	4733871	LUNCH BOX	
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>			
Phone:	(303) 473-2873		
Email:	docket@hollandhart.com		
TRADEMARK			

OP \$340.00 4267516

Correspondent Name: Larry H. Tronco
Address Line 1: Holland & Hart LLP
Address Line 2: P.O. Box 8749
Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER: Larry H. Tronco

SIGNATURE: /LARRY H. TRONCO/

DATE SIGNED: 07/26/2017

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*"), dated effective June 29, 2017, is made by LunchBOX, LLC, an Idaho limited liability company ("*Company*"), in favor of LunchboxWax Holdings, LLC, a Delaware limited liability company ("*Holdings*").

RECITALS

WHEREAS, in connection with that certain Contribution Agreement by and between Company and Holdings, made and dated as of June 29, 2017 (the "*Contribution Agreement*"), Company agreed to assign all of its rights, title and interest in and to certain assets set forth in the Contribution Agreement in exchange for membership interests in Holdings; and

WHEREAS, under the terms of the Contribution Agreement, the Company has sold, assigned, transferred, delivered, and conveyed to Holdings, among other assets, certain intellectual property of Company, and has agreed to execute and deliver this Assignment, for recording with governmental authorities, including, without limitation, the United States Patent and Trademark Office.

AGREEMENT

In consideration of and in reliance upon the terms, covenants, conditions and representations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. In consideration for the execution of the Contribution Agreement, the payment of the consideration stipulated in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby irrevocably sells, assigns, transfers, delivers and conveys to Holdings, and Holdings hereby accepts, all of Company's right, title and interest in and to the following:

(a) the trademark registrations and trademark applications set forth in Schedule I hereto (the "*Assigned Trademarks*"), together with all unregistered and common law trademark rights of Assignor, the goodwill of the business symbolized by the Assigned Trademarks, and all registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Company 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including, without limitation, 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. **Recordation and Further Actions.** Company authorizes the United States Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Holdings. Company shall take such steps and actions following the date hereof, including, without limitation, the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Holdings, or any assignee or successor thereto.

3. **Terms of the Contribution Agreement.** The terms of the Contribution Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

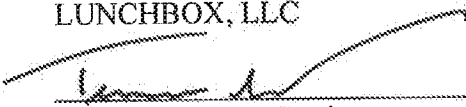
6. **Governing Law.** The construction and performance of this Assignment shall be governed by the laws of the State of Idaho without regard to any choice or conflicts of law provision or rule (whether under the laws of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Idaho.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed as of the date first above written.

COMPANY:



LUNCHBOX, LLC

Date: 7-24-17


Name: Terrence Groth
Title: COO

SCHEDULE 1

ASSIGNED TRADEMARKS

Owner	Mark	Serial No.	Reg. No.	Date Filed	Date Reg.
LunchBOX, LLC		85601437	4267516	4/18/12	1/1/13
LunchBOX, LLC	LunchBOX	85601458	4260810	4/18/12	12/18/12
LunchBOX, LLC	 LunchboxWax	87148838	<i>Pending</i>	8/24/16	-
LunchBOX, LLC	LunchboxWax	87148787	<i>Pending</i>	8/24/16	-
LunchBOX, LLC		87148872	<i>Pending</i>	8/24/16	-
LunchBOX, LLC	Friends With Benefits	86897627	5075166	2/4/16	11/1/16
LunchBOX, LLC	FWB	86890253	<i>Pending</i>	1/28/16	-
LunchBOX, LLC	BARE YOUR BEAUTY	86122613	4627497	11/19/13	10/28/14
LunchBOX, LLC	SoftBOX	86176356	4616623	1/27/14	10/7/14
LunchBOX, LLC	BOX Essentials	86176381	4568433	1/27/14	7/15/14
LunchBOX, LLC	BOXBucks	86177305	4560465	1/28/14	7/1/14
LunchBOX, LLC	FreshBOX	86176337	4560461	1/27/14	7/1/14
LunchBOX, LLC	LUNCH BOX	85872867	4733871	3/11/13	5/12/15