

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regis Inc.		10/02/2017	Corporation: MINNESOTA
Regis Corp.		10/02/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	TBG IP Holder, LLC		
Street Address:	9720 Wilshire Boulevard		
Internal Address:	c/o The Beautiful Group Holdings, LLC		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1394491	MASTERCUTS	
Registration Number:	2759885	M/C MASTERCUTS	
Registration Number:	1918555	BEAUTY BAR	
Registration Number:	1692236	BEAUTY UNLTD.	
Registration Number:	2436343	CARLTON HAIR INTERNATIONAL	
Registration Number:	3966440	CARLTON HAIR	
Registration Number:	3530892	HAIR PLUS	
Registration Number:	3650514	HAIR EXCITEMENT	
Registration Number:	1698185	HAIR BY STEWARTS	
Registration Number:	3173924	HAIR BY STEWARTS	
Registration Number:	2464369	IMAGES SALON	
Registration Number:	2595679	MIA & MAXX HAIR STUDIO	
Registration Number:	1910593	OUTLOOKS FOR HAIR	
Registration Number:	2312415	PROGRESSIONS	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-596-9845
Email: USTrademarkMail@ropesgray.com
Correspondent Name: Benjamin G. Shellhorn, Ropes & Gray LLP
Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	113419-0002
NAME OF SUBMITTER:	Benjamin Shellhorn
SIGNATURE:	/Benjamin Shellhorn/
DATE SIGNED:	10/06/2017

Total Attachments: 10

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**TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT
(UNITED STATES)**

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into effective as of October 1, 2017 (the “Effective Date”) by and between Regis Corp., a Minnesota corporation, and Regis Inc., a Minnesota corporation (each of the foregoing, collectively, “Assignor”) and TBG IP Holder, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Assignor owns all right, title, and interest in the trademarks identified in the attached Schedule A, together with any and all trademark registrations and applications therefor and common law rights of Assignor in the trademarks that are the subject of such registrations and applications (the “Marks”);

WHEREAS, Assignor also owns the Internet domain names identified in the attached Schedule A (the “Domain Names”) and is the registrant of record for the Domain Names;

WHEREAS, pursuant to that certain Asset Purchase Agreement, by and among Assignor and Assignee, dated as of the date hereof, Assignor agreed to transfer the Marks to Assignee; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor wishes to transfer to Assignee, all right, title and interest in and to the Marks, the trademark goodwill associated with such Marks, and all registrations and applications for registration thereof, and the Parties wish to record such acquisition.

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

1. Assignor does hereby assign, transfer, set over, and deliver to Assignee all of the Assignor’s rights, title, and interests, in and to:
 - (a) the Marks, including without limitation all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
 - (b) the trademark goodwill of the business symbolized by such Marks;
 - (c) the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Marks;
 - (d) the entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the above Marks; and

- (e) all prosecution history files for such trademark registrations and applications for trademark registration in the possession of Assignor, as well as records, prototypes, specimens, and materials contained in such files.
2. Assignor hereby assigns to Assignee all of Assignor's rights, title, and interests in and to the Domain Names, all other corresponding rights that are or may hereafter be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction, now or hereafter in effect, all goodwill associated with the Domain Names and all content appearing as of the date hereof on the websites operated under the Domain Names (the Domain Names, all goodwill associated therewith and all content thereon, subject to any applicable licenses for such content, shall hereinafter collectively be referred to as the "Websites"), together with all rights to income, royalties and license fees deriving from the Websites, all claims for damages by reason of past, present and future infringements or unauthorized uses of any of the Websites and the right to sue for and collect such damages as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.
 3. Assignor hereby authorizes and requests the competent authorities to record this Agreement and to grant and issue any and all registrations of the Marks throughout the world to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this Agreement not been made.
 4. Assignor further agrees to execute and have executed all documents, instruments and papers and to perform all acts as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests, including executing further consistent assurances, confirmations, assignments, transfers and releases (including without limitation effectuating the transfer of the Domain Names with the registrar of the Domain Names by electronic confirmation or as otherwise required by such registrar, and promptly delivering copies of the completed registrar transfer confirmations to Assignee), and providing good faith testimony by affidavit, declaration, deposition or other means. Assignor will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the Marks before any administrative, government or other tribunal. Assignor and its directors, officers and employees shall provide all assistance reasonably requested by Assignee necessary to document and confirm Assignor's assignment of the Websites to Assignee.
 5. This Agreement will be binding upon the parties and their successors and assigns.
 6. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or .pdf signature, and a facsimile or .pdf signature will constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives:

For Regis Corp.

For Regis, Inc.

By: [Signature]

By: [Signature]

Name: Eric Bakken

Name: Eric Bakken

Title: Authorized Signatory

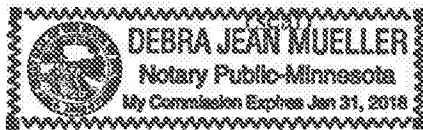
Title: Authorized Signatory

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 30th day of September, 2017, before me, the undersigned notary public, personally appeared Eric Bakken, proved to me on the basis of satisfactory evidence, which was personal recognition, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by their signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[Signature: Debra Jean Mueller]



Acknowledged and Accepted:

For TBG IP Holder, LLC

By: [Signature]

Name: Michael Reinstein

Title: Authorized Signatory

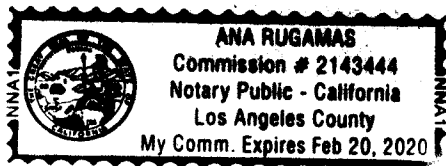
STATE OF California)
COUNTY OF Los Angeles) ss.

On this 2 day of October, 2017, before me, the undersigned notary public, personally appeared Michael Reinstein, proved to me on the basis of satisfactory evidence, which was CA. D.L # A1995890, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by ~~their~~ his signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[Signature]

(seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

SCHEDULE A

I. Mastercuts.

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
MASTERCUTS	U.S.	42	1,394,491	May 20, 1986	Regis Inc.
M/C	U.S.	3	2,759,885	September 2, 2003	Regis Inc.
MASTERCUTS	Canada	44	TMA353,165	March 17, 1989	Regis Corporation

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Seller currently owns no registered logo(s).

C. Internet Domain Names

1. mastercut.com
2. mastercuts.asia
3. mastercuts.com
4. mastercuts.com.hk
5. mastercuts.com.mx
6. mastercuts.com.tw
7. mastercuts.eu
8. mastercuts.jp
9. mastercuts.mobi
10. mastercuts.tw
11. mastercuts.xxx
12. mastercutssurvey.com
13. mastercuts-uk.com

II. Beauty Bar

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
BEAUTY BAR	U.S.	42	1,918,555	September 12, 1995	Regis Corp.

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Seller currently owns no registered logo(s).

- C. Internet Domain Name
1. beautybar.biz

III. Beauty Unlimited

- A. Trademark(s)
1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
BEAUTY UNLTD.	U.S.	42	1,692,236	June 9, 1992	Regis Corp.

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks.

- B. Registered Logo(s)
1. Seller currently owns no registered logo(s).
- C. Internet Domain Name(s)
1. Seller currently owns no internet domain name(s).

IV. Carlton

- A. Trademark(s)
1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
CARLTON HAIR INTERNATIONAL	U.S.	42	2,436,343	March 20, 2001	Regis Inc.
CARLTON HAIR	U.S.	44	3,966,440	May 24, 2011	Regis Inc.

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks.

- B. Registered Logo(s)
1. Seller currently owns no registered logo(s).
- C. Internet Domain Names
1. carltonhairinternational.com
2. carltonhairintl.com

V. HairPlus

- A. Trademark(s)
1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
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HAIR PLUS	U.S.	44	3,530,892	November 11, 2008	Regis Inc.
HAIR PLUS	U.S. (Florida)	SM-003531	928,218	November 19, 1982	Regis Corporation
HAIR PLUS	U.S. (Virginia)	44	N/A	February 6, 2008	Regis Corporation
HAIR PLUS	U.S. (North Carolina)	44	4747	November 18, 1982	Regis Corporation

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Seller currently owns no registered logo(s).

C. Internet Domain Name(s)

1. Seller currently owns no internet domain name(s)

VI. Hair Excitement

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
HAIR EXCITEMENT	U.S.	44	3,650,514	July 7, 2009	Regis Inc.

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Seller currently owns no registered logo(s).

C. Internet Domain Name

1. hairexcitement.com

VII. Hair by Stewarts

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
HAIR BY STEWARTS AND DESIGN	U.S.	42	1,698,185	June 30, 1992	Regis Inc.
HAIR BY STEWARTS	U.S.	44	3,173,924	November 21, 2006	Regis Inc.

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Seller currently owns no registered logo(s).
- C. Internet Domain Names
1. hairbystewarts.com
 2. hairbystewarts.xxx

VIII. Hennessey

- A. Trademark(s)
1. Registered Trademarks: Seller currently owns no registered trademarks in the U.S. or Canada.
 2. Unregistered Trademarks: Seller currently owns no unregistered trademarks in the U.S.
 - i. Canada Only: HENNESSEY
- B. Registered Logo(s)
1. Seller currently owns no registered logo(s).
- C. Internet Domain Name
1. hennesseysalonspa.com

IX. Images

- A. Trademark(s)
1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
IMAGES SALON	U.S.	42	2,464,369	June 26, 2001	Regis Inc.

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks

- B. Registered Logo(s)
1. Seller currently owns no registered logo(s).
- C. Internet Domain Name(s)
1. Seller currently owns no internet domain name(s)

X. Mia & Maxx

- A. Trademark(s)
1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
MIA & MAXX HAIR STUDIO	Canada	44	777,640	September 20, 2010	Regis Inc.
MIA & MAXX HAIR STUDIO	U.S.	42	2,595,679	July 16, 2002	Regis Inc.

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Seller currently owns no registered logo(s).

C. Internet Domain Names

1. miaandmax.com
2. miaandmaxx.com
3. miamaxx.com
4. mia-maxx.com
5. mia-maxx.mobi
6. miamaxxhairstudio.com

XI. Outlooks for Hair

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
OUTLOOKS FOR HAIR	U.S.	42	1,910,593	August 8, 1995	Regis Inc.

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Seller currently owns no registered logo(s).

C. Internet Domain Name

1. outlooksforhair.com

XII. Progressions

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER OF TRADEMARK
PROGRESSIONS	U.S.	42	2,312,415	January 25, 2000	Regis Inc.

2. Unregistered Trademarks: Seller currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Seller currently owns no registered logo(s).

C. Internet Domain Names

1. progressionssalonspa.com

XIII. Other U.S. Only Unregistered Trademarks

- A. MICHAEL OF THE CARLYLE
- B. TWIN SCISSORS
- C. MITCHELL'S HAIRSTYLING
- D. CAPELLI SALON