# OP \$665.00 85366147

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM448013

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Copomon Enterprises, LLC		03/03/2017	Limited Liability Company: FLORIDA

## **RECEIVING PARTY DATA**

Name:	Keratin Holdings LLC			
Street Address:	3400 Congress Avenue, Suite 2000			
City:	Boca Raton			
State/Country:	FLORIDA			
Postal Code:	33487			
Entity Type:	Limited Liability Company: DELAWARE			

### **PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark			
Serial Number:	85366147	KERATIN COMPLEX			
Serial Number:	85370578	BLONDESHELL			
Serial Number:	85407565	IT'S A BLONDE THING			
Serial Number:	85282832	BLONDSHELL			
Serial Number:	77929024	INTENSE RX			
Serial Number:	77825675	KERACEUTICALS			
Serial Number:	85116747	KERAHOLD			
Serial Number:	85175699	LASH TRANSFORM			
Serial Number:	85431558	KERAWHIP			
Serial Number:	85489675	KERATIN FACTOR			
Serial Number:	85489705	KERATIN FACTOR 3			
Serial Number:	85491953	KERATIN COMPLEX			
Serial Number:	85615584	CONDITIONS AS IT COLORS			
Serial Number:	85623992	KERATIN LIGHTENING SYSTEM			
Serial Number:	85638266	TRIPLE PROTEIN PROTECTION			
Serial Number:	85933889	METAMORFIX			
Serial Number:	86062700	SALON CONNEXIONS			
Serial Number:	86062713	TIMELESS COLOR			
Serial Number:	86105143	KERABRILLIANCE			
		TRADEMARK			

900425805 REEL: 006186 FRAME: 0799

Property Type	Number	Word Mark				
Serial Number:	86110969	EXPRESS BLOW OUT				
Serial Number:	86128123	VITALSHOT				
Serial Number:	87304028	PICTUREPERFECT				
Serial Number:	87304054	PERSONALIZED BLOW OUT				
Serial Number:	87304143	K-PURE JUICE				
Serial Number:	87304157	PHYTOFRUIT BLEND				
Serial Number:	87305183	PICTUREPERFECT HAIR				

### **CORRESPONDENCE DATA**

**Fax Number:** 9374436635

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.

**Phone:** 937-443-6817

**Email:** trademarks@thompsonhine.com

Correspondent Name: Roger H. Bora
Address Line 1: Thompson Hine LLP

**Address Line 2:** 10050 Innovation Drive, Suite 400

Address Line 4: Dayton, OHIO 45342-4934

ATTORNEY DOCKET NUMBER:	096950-003
NAME OF SUBMITTER:	Roger H. Bora
SIGNATURE:	/roger h bora/
DATE SIGNED:	10/20/2017

### **Total Attachments: 6**

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TRADEMARK REEL: 006186 FRAME: 0800

### ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("<u>Assignment</u>"), effective as of March 3, 2017, is entered into by and between Copomon Enterprises, LLC, a Florida limited liability company ("<u>Assignor</u>"), and Keratin Holdings LLC, a Delaware limited liability company ("<u>Buyer</u>").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on <u>Schedule A</u> attached hereto ("<u>Assigned Trademarks</u>");

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated as of March 3, 2017 (the "<u>Purchase Agreement</u>"), between Sellers (as defined therein) and Buyer, Sellers have agreed to sell to Buyer, and Buyer has agreed to purchase from Sellers, the Assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Buyer, and Buyer has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to certain of Assignor's Intellectual Property, including the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Buyer hereby agree as follows:

- 1. <u>Definitions</u>. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.
- 2. <u>Conveyance and Acceptance of Assigned Trademarks</u>. Assignor hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on <u>Schedule A</u>), the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.
- 3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to its Assigned Trademarks.
- 4. <u>Governing Law</u>. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.
- 5. <u>Counterparts</u>. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same

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document. All counterparts shall be construed together and shall constitute one and the same instrument.

6. <u>Purchase Agreement</u>. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Sellers, Buyer, or Assignor, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

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IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

COPOMON ENTERPRISES, LLC

Name: Melvyn Howard Title: Chief Executive Officer

BUYER: KERATIN HOLDINGS LLC

Name: Robert Ambrosini
Title: Chief Financial Officer

[Signature Page to Assignment of Intellectual Property - Trademark (Copomon Enterprises, LLC)]

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# SCHEDULE A

to

# ASSIGNMENT OF INTELLECTUAL PROPERTY

### Trademarks

Mark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg, Date
KERATIN PERFECT	AUSTRALIA	REGISTERED	1473120	02/07/2012	1473120	09/10/2012
KERATIN PERFECT	BRAZIL	ALLOWED	840025955	02/13/2012		
KERATIN COMPLEX	BRAZIL	PUBLISHED	907518591	04/02/2014		
KERATIN COMPLEX &		PENDING	907518648	04/02/2014		
Design						
	EUROPEAN UNION	REGISTERED	010619088	02/06/2012		06/15/2012
KERATIN COMPLEX & Design	MEXICO	REGISTERED	1541969	10/27/2014	1516174	02/24/2015
KERATIN COMPLEX & Design	MEXICO	REGISTERED	1705273	01/21/2016	1641670	06/01/2016
KERATIN COMPLEX & Design	PERU	PENDING	590067-2014	09/22/2014		
	PERU	PENDING	590069-2014	09/22/2014		
KERATIN COMPLEX & Design		REGISTERED	4-2014- 011426	09/12/2014	4-2014- 011426	03/05/2015
	PHILIPPINES	REGISTERED	4-2014- 011429	09/12/2014	4-2014- 011429	05/21/2015
KERATIN COMPLEX & Design	UAE	PUBLISHED	248339	02/08/2016		
KERATIN COMPLEX	UNITED STATES	REGISTERED	85/366,147	07/08/2011	4,287,568	02/12/2013
BLONDESHELL	UNITED STATES	REGISTERED	85/370,578	07/13/2011	4,226,994	10/16/2012
IT'S A BLONDE THING	UNITED STATES	REGISTERED	85/407,565	08/25/2011	4,369,149	07/16/2013
BLONDSHELL	UNITED STATES	REGISTERED	85/282,832	03/31/2011	4,045,316	10/25/2011
INTENSE RX	UNITED STATES	REGISTERED	77/929,024	02/05/2010	3,849,854	09/21/2010
KERACEUTICALS	UNITED STATES	REGISTERED	77/825,675	09/14/2009	4,006,726	08/02/2011
KERAHOLD	UNITED STATES	REGISTERED	85/116,747	08/26/2010	4,564,415	07/08/2014
LASH TRANSFORM	UNITED STATES	REGISTERED	85/175,699	11/12/2010	3,978,171	06/14/2011
KERAWHIP	UNITED STATES	REGISTERED	85/431,558	09/26/2011	4,227,439	10/16/2012
KERATIN FACTOR	UNITED STATES	REGISTERED	85/489,675	12/07/2011	4,281,601	01/29/2013
KERATIN FACTOR 3	UNITED STATES	REGISTERED	85/489,705	12/07/2011	4,281,602	01/29/2013
KERATIN COMPLEX & Design	STATES	REGISTERED	85/491,953	12/09/2011	4,363,133	07/09/2013
CONDITIONS AS IT COLORS	UNITED STATES	REGISTERED	85/615,584	05/03/2012	4,322,379	04/16/2013

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Mark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date
KERATIN LIGHTENING	UNITED	REGISTERED	85/623,992	05/14/2012	4,322,389	04/16/2013
SYSTEM	STATES					
TRIPLE PROTEIN	UNITED	REGISTERED	85/638,266	05/30/2012	4,326,105	04/23/2013
PROTECTION	STATES					
METAMORFIX	UNITED	REGISTERED	85/933,889	05/16/2013	5,086,918	11/22/2016
	STATES					
SALON CONNEXIONS	UNITED	REGISTERED	86/062,700	09/12/2013	5,073,586	11/01/2016
	STATES					
TIMELESS COLOR	UNITED	REGISTERED	86/062,713	09/12/2013	5,073,587	11/01/2016
	STATES				<u></u>	1
KERABRILLIANCE	UNITED	REGISTERED	86/105,143	10/30/2013	5,091,490	11/29/2016
	STATES			<u> </u>		ļ
EXPRESS BLOW OUT	UNITED	REGISTERED	86/110,969	11/05/2013	4,631,150	11/04/2014
	STATES			]		
VITALSHOT	UNITED	REGISTERED	86/128,123	11/25/2013	5,086,969	11/22/2016
	STATES					
PICTUREPERFECT	UNITED	PENDING	87/304,028	01/17/2017		
	STATES					
PERSONALIZED BLOW	UNITED	PENDING	87/304,054	01/17/2017		
OUT	STATES					_
K-PURE JUICE	UNITED	PENDING	87/304,143	01/17/2017		
	STATES					l
PHYTOFRUIT BLEND	UNITED	PENDING	87/304,157	01/17/2017		
	STATES					
PICTUREPERFECT	UNITED	PENDING	87/305,183	01/18/2017		
HAIR	STATES					

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**RECORDED: 10/20/2017** 

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