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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

11/03/2017
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ETAS ID: TM449663

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perfekt Beauty Holdings, LLC		06/21/2017	Corporation;
RECEIVING PARTY DATA			
Name:	SYNERGY CHC CORP.		
Street Address:	865 Spring Street		
City:	Westbrook		
State/Country:	MAINE		
Postal Code:	04092		
Entity Type:	Corporation: NEVADA Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4031796	SMART COLOR TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<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>			
Email:	ip@wyrick.com		
Correspondent Name:	DEVON E. WHITE		
Address Line 1:	4101 Lake Boone Trail, Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
NAME OF SUBMITTER:	DEVON E. WHITE		
SIGNATURE:	/dew/		
DATE SIGNED:	11/03/2017		
Total Attachments: 5			
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OP \$40.00 4031796

AMENDED INTELLECTUAL PROPERTY ASSIGNMENT

This AMENDED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*IP Assignment*"), is entered into effective as of June 21, 2017 (the "*Effective Date*"), by and between Perfekt Beauty Holdings LLC, a Delaware limited liability company ("*Assignor*") and Synergy CHC Corp., a Nevada corporation ("*Assignee*").

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement by and among Assignor, Assignee and the other parties thereto, dated as of the Effective Date (the "*Purchase Agreement*"), Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), including specifically but without limitation the Purchased Assets set forth on Schedule A attached hereto.

NOW THEREFORE, for and in consideration of the premises and promises herein expressed, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Subject and pursuant to the terms and conditions of the Purchase Agreement (which is hereby incorporated by reference as if fully set forth herein), Assignor hereby assigns, transfers and conveys to Assignee and Assignee hereby accepts all of its right, title and interest, if any, in and to the Purchased Assets set forth on Schedule A hereto, and Assignee accepts such assignment. Each of the parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this IP Assignment, and, to the extent there shall arise a conflict between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

1. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflicts of laws principles. Finally, this IP Assignment shall not be modified, amended or changed in any respect except in writing duly signed by Assignor and Assignee.
2. Assignor authorizes the appropriate governmental officials to record and register this IP Assignment upon request by Assignee. Assignor, at Assignee's expense, shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Purchased Assets are properly assigned to Assignee, or any assignee or successor thereto.
3. This IP 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 IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[The next page is the signature page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment Agreement effective as of June 21, 2017.

ASSIGNOR:

PERFEKT BEAUTY, LLC

By: _____

Name: _____

Title: _____

[Handwritten signature]
Maurice Rossion
Managing Member

ASSIGNEE:

SYNERGY CHC CORP

By: _____

Name: Jack Ross

Title: President and Chief Executive Officer

[Handwritten signature]

[SIGNATURE PAGE TO AMENDED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

SCHEDULE A

PURCHASED ASSETS

PERFEKT BEAUTY HOLDINGS, LLC

I. U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

MARK	REG./SER.	STATUS	IDENTIFICATION OF CLASS/ GOODS
1. ALL-IN-ONE INSTASUN	5210890	REGISTERED	Cl. 3 - Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparations
2. DOUBLE PRIME	87077833	S/U DUE: 10/4/17	Cl. 3 - Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparations
3. FLOWER LOGO	3383804	REGISTERED	Cl. 3 - Cosmetics; foundation skin treatment gel lotion, lip skin treatment gel, eye skin treatment gel body skin treatment gel, lash treatment gel, brow treatment gel.
4. LOVED BY MOMS TO MAKEUP ARTISTS	87077802	S/U DUE: 7/3/17	Cl. 3- Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparations
5. P.A.T. PER-FEKT APPLICATION TECHNIQUE	87077783	PUBLISHED	Cl. 3- Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparations
6. PER-FEKT	3383803	REGISTERED	Cl. 3 - Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparations
7. PER-FEKT BEAUTY	4573963	REGISTERED	Cl. 3 - Cosmetics; foundation skin treatment gel lotion, lip skin treatment gel, eye skin treatment gel body skin treatment gel, lash treatment gel, brow treatment gel.
8. SMART COLOR CORRECTOR TECHNOLOGY	4635451	REGISTERED	Cl. 3 - Cosmetic preparations for skin care, cosmetics and make-up
9. SMART COLOR GEL TECHNOLOGY	5046112	REGISTERED	CL. 3 – Make-up for the face and body
10. WE PERFECTED THE 3-WAY	8777854	S/U DUE: 10/3/17	Cl. 3- Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparation
11. why look good when you can look per-fekt	3436683	REGISTERED	Cl. 3 - Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparation
12. SMART COLOR TECHNOLOGY	4031796	REGISTERED	Cl. 3 - Cosmetic preparations for skin care, cosmetics and make-up

II. INTERNATIONAL TRADEMARKS IN THE NAME OF "RICHARD ANDERSON" TO BE ASSIGNED TO PERFEKT BEAUTY HOLDINGS LLC:

MARK	REG./SER.	STATUS	IDENTIFICATION OF CLASS/ GOODS
1. PER-FEKT	1076949	REGISTERED	CL. 3 – Cosmetics including foundation skin gel lotion, lip skin treatment get, eye skin treatment gel, body skin treatment gel, treatment gel, ash treatment gel, brow treatment gel
2. PER-FEKT & FLOWER LOGO	008275786	REGISTERED	CL. 3 - Soaps, perfumes and cosmetics, lotions Cl. 5 - Medicated lotions Cl. 35 - Retailing and electronic retailing services in the field of perfumery and cosmetics