

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TanTowel U.S.		04/23/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Hazzel Investments Pty. Ltd. ATF The Hazzel Investments Trust		
Street Address:	4 Stonnington Place		
City:	Toorak, Victoria		
State/Country:	AUSTRALIA		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3299386	ON THE GLOW	
Registration Number:	2853881	LOOK GOOD NAKED	
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:	804-916-7160		
Email:	trademarks@leclairryan.com		
Correspondent Name:	Edward T. White		
Address Line 1:	919 East Main Street		
Address Line 2:	Twenty-Fourth Floor		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Edward T. White		
SIGNATURE:	/Edward T. White/		
DATE SIGNED:	04/23/2018		
Total Attachments: 4			
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source=Trademark Assignment Agreement TANTOWEL US To HAZZLE INVESTMENTS PTY LTD#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made as of April 23, 2018 between TanTowel U.S., a corporation organized in Nevada with an address at 2665 West Cheyenne Avenue, North Las Vegas, Nevada 89032 (“Assignor”) and Hazzel Investments Pty. Ltd. ATF The Hazzel Investments Trust, a proprietary limited company with an address at AUSTRALIA 4 Stonnington Place Toorak, Victoria Australia 3142 (“Assignee”) (individually a “Party,” and collectively, “the Parties”).

WHEREAS, the Parties have agreed that Assignor shall convey, transfer, and assign the trademarks listed on Schedule A (“the Marks”) annexed hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (a) any and all of Assignor’s right, title, and interest in and to the Marks set forth on Schedule A attached hereto, together with the business to which the Marks pertain, and all goodwill of the business symbolized by the Marks; (b) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (c) any and all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. Miscellaneous.

(a) In furtherance of the Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor’s right, title, and standing to: (i) receive all rights and benefits pertaining to the Marks; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Marks; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to promptly do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such other and further acts, assignments, transfers, assurances, and instruments as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise secure in Assignee’s name the Marks.

(c) This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective successors and assigns. This Agreement may be executed in counterparts. Photocopies of signatures shall be deemed original signatures and shall be fully binding on the Parties to the same extent as original signatures.

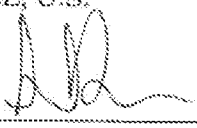
IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the date first above set forth.

ASSIGNOR:

ASSIGNEE:

TANTOWEL, U.S.

HAZZEL INVESTMENTS PTY. LTD. ATF
THE HAZZEL INVESTMENTS TRUST

By: 

By: 

Name: LORI BRAUN

Name: LORI BRAUN

Title: PRESIDENT

Title: MANAGING DIRECTOR

SCHEDULE A

Trademark	Jurisdiction	Application/ Registration Number	Goods or Services	Status
LOOK GOOD NAKED	Australia (International Extension)	875822	Class 03: Self-tanning preparations contained in a towelette and self- tanning lotions, creams and gels.	REGISTERED Renewal Due: 01/12/2026
LOOK GOOD NAKED	International Registration	875822	Class 03: Self-tanning preparations contained in a towelette and self- tanning lotions, creams and gels.	REGISTERED Renewal Due: 01/12/2026
LOOK GOOD NAKED	Norway (International Extension)	875822	Class 03: Self-tanning preparations contained in a towelette and self- tanning lotions, creams and gels.	REGISTERED Renewal Due: 01/26/2026
LOOK GOOD NAKED	United States	2853881	Class 03: Self-tanning preparations contained in a towelette and self- tanning lotions, creams and gels.	REGISTERED Renewal Due: 06/15/2024
ON THE GLOW	European Community (International Extension)	870963	Class 03: Skin moisturizing lotions and sunscreen creams.	REGISTERED Renewal Due: 10/12/2025
ON THE GLOW	International Registration	870963	Class 03: Skin moisturizing lotions and sunscreen creams.	REGISTERED Renewal Due: 10/12/2025
ON THE GLOW	Japan	870963	Class 03: Skin moisturizing lotions and sunscreen creams.	REGISTERED Renewal Due: 10/12/2025

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ON THE GLOW	United Kingdom	870963	Class 03: Skin moisturizing lotions and sunscreen creams.	REGISTERED Renewal Due: 10/12/2025
ON THE GLOW	United States	3299386	Class 03: Skin moisturizing lotions and sunscreen creams.	REGISTERED Renewal Due: 09/25/2027
TANTOWEL	South Africa	2006/00858	Class 25: Clothing; footwear; headgear.	REGISTERED Renewal Due: 01/13/2026