

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Onesta Hair Care, LLC		05/04/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Onesta Acquisition, LLC		
Street Address:	2942 Edgewater Drive		
City:	Gary		
State/Country:	SOUTH DAKOTA		
Postal Code:	57237		
Entity Type:	Limited Liability Company: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5076795	ONESTA	
CORRESPONDENCE DATA			
Fax Number:	9529959577		
<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:	9522247285		
Email:	pat.shriver@fmjlaw.com		
Correspondent Name:	Ernest P. Shriver		
Address Line 1:	775 Prairie Center Drive		
Address Line 2:	Suite 400		
Address Line 4:	Eden Prairie, MINNESOTA 55344		
NAME OF SUBMITTER:	Ernest P. Shriver		
SIGNATURE:	/eps/		
DATE SIGNED:	06/14/2018		
Total Attachments: 5			
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OP \$40.00 5076795

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 4, 2018, is made by Onesta Hair Care, LLC, a Delaware limited liability company (“**Seller**”) and Onesta Acquisition, LLC, a South Dakota limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer and Seller, dated as of May 4, 2018 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, a certain trademark of Seller set forth on Schedule 1.1 to the Purchase Agreement;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, its successors and assigns, all of Seller’s right, title and interest throughout the world in and to the trademark set forth on Schedule 1.1 to the Purchase Agreement (the “**Assigned IP**”), including without limitation:

(a) all rights of any kind whatsoever of Seller accruing under the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(b) all rights to reproduce the Assigned IP and prepare derivative works based upon the Assigned IP;

(c) all rights throughout the world to make, have made, market, distribute, import, license, rent or sell products based upon or incorporating the Assigned IP;

(d) 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

(e) 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 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. Conflicts. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this IP Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this IP Assignment.

3. Incorporation by Reference. The provisions of each of Section 9.4 (Notices), Section 9.5 (Entire Agreement; Modification), Section 9.6 (Assignment), Section 9.7 (Governing Law; Jurisdiction), Section 9.8 (Counterparts; Electronic Signatures); and Section 9.9 (Headings) of the Purchase Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first written above.

BUYER:

ONESTA ACQUISITION, LLC

By: _____

Name: Thomas J. Redmond, Jr.

Title: President

SELLER:

ONESTA HAIR CARE, LLC

By: MAC Pure Holdings, Inc., its sole Member

By: _____

Name: Marc Anthony Venere

Title: President

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first written above.

BUYER:

ONESTA ACQUISITION, LLC

By: _____
Name: Thomas J. Redmond, Jr.
Title: President

SELLER:

ONESTA HAIR CARE, LLC
By: MAC Pure Holdings, Inc., its sole Member

By: _____
Name: Marc Anthony Venere
Title: President

Signature Page to Intellectual Property Assignment Agreement

TRADEMARK
REEL: 006353 FRAME: 0137

SCHEDULE 1.1

Acquired Assets

- Inventory: all inventory exclusive to the Onesta Brand, including, without limitation, raw materials, work in process, finished goods and goods held for sale to customers as set forth in the attached Annex 1.1(a) Inventory.
- Accounts Receivable: all accounts receivable exclusive to the Onesta Brand as set forth in the attached Annex 1.1(b) Accounts Receivable.
- Trademark:

Registered trademark	Reg. No.	Owner	Jurisdiction
ONESTA	5076795	Onesta Hair Care, LLC	United States

- Domain Name: www.onestahaircare.com
- Social Media Accounts:
 - <https://www.facebook.com/OnestaHairCare/>
 - <https://www.instagram.com/explore/locations/329010240/onesta-hair-care/>
 - <https://www.pinterest.com/onesta/>
- The Onesta Employees