

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479416

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	06/01/2018

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HallStar Innovations Corp.		06/25/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	HallStar Beauty and Personal Care Innovations Company
<b>Street Address:</b>	120 South Riverside Plaza
<b>Internal Address:</b>	Suite 1620
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4163272	BIOCHEMICA
Registration Number:	1982335	FLORASOLVS
Registration Number:	3674110	SOLASTAY
Registration Number:	2832607	SPECTRASOLV
Registration Number:	2090138	HALLBRITE
Serial Number:	87166465	AVOBRITE
Serial Number:	87356488	MICAH

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: colleen.brennan@bakermckenzie.com

Correspondent Name: Rebecca Lederhouse

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker &amp; McKenzie LLP

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: Rebecca Lederhouse

CH \$190.00 4163272

<b>SIGNATURE:</b>	/rebecca lederhouse/
<b>DATE SIGNED:</b>	06/26/2018
<b>Total Attachments: 7</b> source=Assignment of Trademarks - HallStar Innovations Corp. to HallStar BPC#page1.tif source=Assignment of Trademarks - HallStar Innovations Corp. to HallStar BPC#page2.tif source=Assignment of Trademarks - HallStar Innovations Corp. to HallStar BPC#page3.tif source=Assignment of Trademarks - HallStar Innovations Corp. to HallStar BPC#page4.tif source=Assignment of Trademarks - HallStar Innovations Corp. to HallStar BPC#page5.tif source=Assignment of Trademarks - HallStar Innovations Corp. to HallStar BPC#page6.tif source=Assignment of Trademarks - HallStar Innovations Corp. to HallStar BPC#page7.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment is delivered pursuant to the Closing under that certain Asset Contribution Agreement (the "Contribution Agreement") effective as of June 1, 2018 (the "Effective Date"), between HallStar Innovations Corp., as the "Seller," and HallStar Beauty and Personal Care Innovations Company, as the "Purchaser." Capitalized terms used in this Trademark Assignment without definition have the respective meanings given to them in the Contribution Agreement.

The Seller has delivered this instrument signed by the Seller to enable the Purchaser to file it with any appropriate Governmental Authority to indicate ownership of Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Purchaser under the Contribution Agreement and other instruments of transfer delivered in connection with the Contribution Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

(a) the registered and unregistered trademarks, service marks and trade names and applications for registration of trademarks and service marks specifically listed in Annex A to this Trademark Assignment (collectively, the "Marks"); and

(b) the following properties and rights with respect to all Marks so listed in Annex A:

(i) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;

(ii) any and all registered Marks and applications for registration of the United States that have been or may be granted or filed, respectively, with respect to such Marks;

(iii) all foreign Marks listed in Annex A;

(iv) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark;

(v) all rights in and under the Marks to the fullest extent allowed by law as fully as the Seller would have held the same in the absence of this assignment; and

(vi) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Marks, including the right to fully and entirely replace the Seller in all related matters.

This assignment is made in connection with the sale of the entire business to which the Marks relate. As of the Effective Date, the Purchaser has succeeded to all right, title, and standing of the Seller to: (a) receive all rights and benefits pertaining to the Marks and related rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the Marks described above. This Trademark Assignment (a) is irrevocable and effective as of the Effective Date, (b) benefits and binds the parties to the Contribution Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the

provisions of the Contribution Agreement and (d) may be signed in counterparts as provided in Section 4.7 of the Contribution Agreement.

(signature page follows)

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment effective as of the Effective Date.

HALLSTAR INNOVATIONS CORP.

By: *William J. Holbrook*  
Name: William J. Holbrook  
Title: Secretary

STATE OF: Illinois  
COUNTY OF: Cook

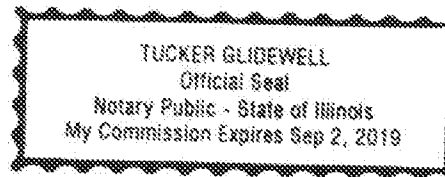
On June 20, 2018 before me, Tucker L. Glidewell (the undersigned notary), personally appeared William J. Holbrook personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*Tucker L. Glidewell*  
Notary Public

My commission expires: Sep 2, 2019

(Notary Seal)



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IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment effective as of the Effective Date.

HALLSTAR BEAUTY AND PERSONAL CARE INNOVATIONS COMPANY

*Robert C. Knuepfer, Jr.*

By: \_\_\_\_\_  
Name: Robert C. Knuepfer, Jr.  
Title: Secretary

STATE OF: *Illinois*  
COUNTY OF: *Cook*

On *June 25, 2018* before me, *Tucker L. Glidewell* (the undersigned notary), personally appeared *Robert C. Knuepfer, Jr.* personally known to me (or proved to me on the basis of satisfactory evidence) 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 his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

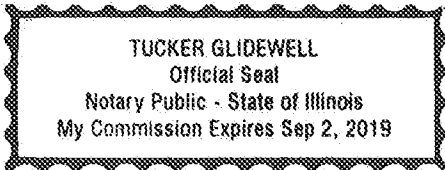
Witness my hand and official seal.

*Tucker L. Glidewell*

\_\_\_\_\_  
Notary Public

My commission expires: *Sep 2, 2019*

(Notary Seal)



**ANNEX A TO TRADEMARK ASSIGNMENT**

**Schedule of Trademark Registrations and Applications**

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status	Renewal Sub.
Hallstar Innovations Corp.	<b>SOLASTAY</b>	Argentina	2827446	2291296	28 May 2009	1	Registered	
HallStar Innovations Corp.	<b>FLORASOLVS</b>	Australia	1583286	1583286	30 Sep 2013	1,3	Registered	
Hallstar Innovations Corp.	<b>SOLASTAY</b>	Australia	1242645	1242645	26 May 2008	1	Registered	
Hallstar Innovations Corp.	<b>SOLASTAY</b>	Brazil	829735453	829735453	7 Oct 2014	1	Registered	
Hallstar Innovations Corp.	<b>HALLBRITE</b>	Brazil	903561379			1	Pending	
Hallstar Innovations Corp.	<b>AVOBRITE</b>	China	21289300			1	Pending	
Hallstar Innovations Corp.	<b>MICAH</b>	China	23061643			1	Pending	
Hallstar Innovations Corp.	<b>VIOLETHOUR</b>	China	21255139	21255139	7 Nov 2017	1	Registered	
Hallstar Innovations Corp.	<b>HallBrite</b> <b>HallBrite</b>	China	8388234	8388234	28 Jun 2011	3	Registered	
Hallstar Innovations Corp.	<b>HallBrite</b> <b>HallBrite</b>	China	8388235	8388235	28 Jun 2011	1	Registered	
Hallstar Innovations Corp.	<b>HAO LAI TE IN</b> <b>CHINESE</b> <b>CHARACTERS</b> <b>好来特</b>	China	8388232	8388232	28 Jun 2011	3	Registered	

Hallstar Innovations Corp.	<b>HAO LAI TE IN CHINESE CHARACTERS</b>	China	8388233	8388233	28 Jun 2011	1	Registered
<b>好来特</b>							
Hallstar Innovations Corp.	<b>SOLASTAY</b>	Colombia	08.054.739	385.945	31 Jul 2009	1	Registered
HallStar Innovations Corp.	<b>FLORASOLVS</b>	EUTM	002653186	002653186	25 Sep 2003	1,3	Registered
Hallstar Innovations Corp.	<b>SOLASTAY</b>	EUTM	006934749	006934749	2 Feb 2009	1,3,16	Registered
Hallstar Innovations Corp.	<b>HALLBRITE</b>	EUTM	006 533 641	006 533 641		1,16,35	Registered
Hallstar Innovations Corp.	<b>MICAH</b>	France	174343332	174343332	6 Mar 2017	1	Registered
Hallstar Innovations Corp.	<b>SOLASTAY</b>	Japan	2008-040676	5347496	20 Aug 2010	1	Registered
Hallstar Innovations Corp.	<b>AVOBRITE</b>	Korea - Republic of (South)	40-2016- 71296	40-1240633	17 Mar 2017	1	Registered
Hallstar Innovations Corp.	<b>MICAH</b>	Korea - Republic of (South)	40-2017- 28851			1	Pending
Hallstar Innovations Corp.	<b>SOLASTAY</b>	Korea - Republic of (South)	40-2008- 25232	40-797526	11 Aug 2009	1	Registered
Hallstar Innovations Corp.	<b>VIOLETHOUR</b>	Korea - Republic of (South)	40-2016- 67436	40-1238636	9 Mar 2017	1	Registered
Hallstar Innovations Corp.	<b>MICAH</b>	United Kingdom	3216841	3216841	26 May 2017	1	Registered
Hallstar Innovations Corp.	<b>BIOCHEMICA</b>	United States of America	85287634	4163272	26 Jun 2012	1,3,4,5	Registered
HallStar Innovations Corp.	<b>FLORASOLVS</b>	United States	74673606	1982335	25 Jun 1996	1	Registered



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Hallstar Innovations Corp.	<b>SOLASTAY</b>	United States of America	77482679	3674110	25 Aug 2009	1	Registered
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Hallstar Innovations Corp.	<b>SPECTRASOLV</b>	United States of America	76358743	2832607	13 Apr 2004	1	Registered
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Hallstar Innovations Corp.	<b>HALLBRITE</b>	United States of America	75113495	2090138	19 Aug 1997	1	Registered
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Hallstar Innovations Corp.	<b>AVOBRITE</b>	United States of America	87166465			1	Pending
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Hallstar Innovations Corp.	<b>MICAH</b>	United States of America	87356488			1	Pending