

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM483477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halo Couture, LLC		07/20/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Halo Couture, LLC		
Street Address:	631 North 400 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4775722	HALOCOUTURE	
Registration Number:	5007394	THE FALL	
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:	801-438-2000		
Email:	ejeppsen@btjd.com		
Correspondent Name:	Eric Jeppsen		
Address Line 1:	3165 E Millrock Dr Ste 500		
Address Line 2:	Suite 500		
Address Line 4:	Salt Lake City, UTAH 84121		
NAME OF SUBMITTER:	Eric Jeppsen		
SIGNATURE:	/Eric Jeppsen/		
DATE SIGNED:	07/26/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated as of July 20, 2018 (this “Agreement”), is executed by Halo Couture, LLC (CA), a California limited liability company having its principal place of business at 36625 Kevin Road, Suite 140-141, Wildomar, CA 92595 (“Assignor”), and Halo Couture, LLC (DE), a Delaware limited liability company having its principal place of business at 631 North 400 West, Salt Lake City, UT 84104 (“Assignee”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

RECITALS

WHEREAS, this Agreement is being delivered pursuant to that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), by and among Assignor and Assignee;

WHEREAS, in accordance with the Purchase Agreement, Assignor has agreed to transfer and assign to Assignee certain of the assets, rights and properties of Assignor, including all right, title and interest in and to all intellectual property owned by Assignor, including, but not limited to, the specific intellectual property listed on the attached Exhibit A attached hereto (“Intellectual Property”); and

WHEREAS, Assignee desires to obtain all right, title and interest in and to the Intellectual Property according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignment of the Intellectual Property. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, the entire worldwide right, title and interest in and to the Intellectual Property, including, without limitation, all associated goodwill, all applications, all registrations, and divisions, reissues, reexaminations, renewals, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the date first written above or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

2. Assistance. From time to time, as and when requested by Assignee, at Assignee’s expense, Assignor shall execute and deliver, or cause to be executed and delivered, all

documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

3. Additional Rights and Obligations of the Parties. This Agreement is made subject to and with the benefit of the respective provisions of the Purchase Agreement (including, without limitation, the schedules and exhibits thereto). Nothing contained in this Agreement shall be deemed to expand, impair, supersede, modify, limit, extend, add to, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities of any party under the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same instrument. The parties hereto intend to treat as an original any document in connection with any counterpart to this Agreement or any related document that is delivered by electronic transmission, including by PDF.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

6. Successors and Assigns. This Agreement, and all the terms and provisions hereof, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns to the extent provided in the Purchase Agreement.

7. No Amendment. This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by the parties hereto.


8. Reformation; Severability. In case any term or other provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to best effectuate the intent of the parties hereto and permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If such provision is not capable of reformation, it shall be severed from this Agreement and the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ASSIGNOR:

Halo Couture, LLC (CA).

By: 

Name: Brent Owens

Title: President

ASSIGNEE:

Halo Couture, LLC (DE)

By: _____

Name: James Jackson

Title: Secretary

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ASSIGNOR:

Halo Couture, LLC (CA).

By: _____

Name: Brent Owens

Title: President

ASSIGNEE:

Halo Couture, LLC (DE)

By: James Jackson _____

Name: James Jackson

Title: Secretary

Exhibit A

United States Trademark and Trademark Applications		
Title	Jurisdiction	Trademark Registration Number
HALOCOUTURE	US	4,775,722
THE FALL	US	5,007,394
HALO	US	4,714,358

United States Registered Copyrights			
Name	Jurisdiction	Registration Number	Type of Work
Halo Tutorial	US	PA-1-912-886	Motion Picture
How_to_wear_a_halo_hair_extension_blonde.	US	VA0001997826	Visual Material
How_to_wear_a_halo_hair_extension_brunette.	US	VA0001997825	Visual Material

Domain Names List URL	
1.	Halocouture.com
2.	thelohair.com
3.	haloxtensions.com
4.	haloprofessional.com

United States Patent and Patent Applications			
Title	Jurisdiction	Patent Application Number	Filing Date
Layered Hair Extender	USA	29/599,794	April 6, 2017

Key Brand or Product Names	
1.	Miracle Wire
2.	Layered Halo