

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM477734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLT Logistics, Inc.		05/29/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BJW Enterprises Corp.		
Street Address:	5900 Finch Avenue East		
Internal Address:	Suite #2		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M1B 5P8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4350507	SALON SELECTIVES	
Registration Number:	1523097	SALON SELECTIVES	
Registration Number:	1479244	SALON SELECTIVES	
Registration Number:	1479236	SALON SELECTIVES	
Registration Number:	3531607	LIKE YOU JUST STEPPED OUT OF A SALON	
Registration Number:	2226528	DAILY DEFENSE	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	6123364677		
Email:	pcoleman@merchantgould.com		
Correspondent Name:	William D. Schultz		
Address Line 1:	PO Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	04937.0023USAA		
NAME OF SUBMITTER:	William D. Schultz		
SIGNATURE:	/William D. Schultz/		

OP \$165.00 4350507

DATE SIGNED:

06/12/2018

Total Attachments: 11

source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page1.tif
source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page2.tif
source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page3.tif
source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page4.tif
source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page5.tif
source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page6.tif
source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page7.tif
source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page8.tif
source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page9.tif
source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page10.tif
source=8. O-5168-Assnt-Sched H-1 CLT-BJW-v3a-standalone#page11.tif

Trademark Assignment

ASSIGNMENT

This ASSIGNMENT is effective May 29, 2018, by and between CLT LOGISTICS, INC., a corporation existing under the laws of the Province of Ontario (Ontario Corp. No. 1994358; "Assignor") and BJW ENTERPRISES CORP., a corporation existing under the laws of the Province of Ontario ("Assignee");

WHEREAS, the Assignor and the Assignee entered into that certain Asset Purchase Agreement, dated as of May 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, the Assignor acquired any and all right, title and interest of 1177216 Ontario Ltd. and CLT Logistics, Inc. (Ontario Corp. No. 1933142) in and to the Trademarks as defined and listed in **Schedule "A"** attached hereto and the goodwill associated therewith ("Assigned Rights") by operation of law pursuant to an amalgamation of CLT Logistics, Inc. (Ontario Corp. No. 1933142) and 1177216 Ontario Ltd. dated May 1, 2018 ("Amalgamation"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee agrees to purchase and acquire from the Assignor, among other things, all of the Assignor's right, title and interest in and to the Assigned Rights.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment. In consideration of the payment of Can\$10.00 by Assignee to Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, delivers, and transfers to Assignee its entire right, title and interest in and to the Assigned Rights, including without limitation any and all rights of Assignor in the trademark registrations and applications listed in **Schedule A-1 of Schedule "A"** attached hereto and in the trademarks set out in said registrations and applications in the respective countries specified, any and all rights of Assignor arising from its use of the Trademarks and in any goodwill possessed by Assignor in association with the Trademarks, throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with: (i) any goodwill of the business possessed by Assignor associated with the Trademarks; (ii) all income, royalties, profits, and damages hereafter accruing to Assignor with respect to the Trademarks, including without limitation, damages and payments for past or future infringements and

misappropriations thereof; (iii) the right to maintain all registrations, applications, and renewals thereof; (iv) all rights to bring actions or otherwise recover damages or other compensation for past, present, and future infringements, dilutions, misappropriations, or other violations of the Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (v) all other rights of any kind whatsoever of the Assignor accruing thereunder.

Section 2. Confirmation of Assignment. Assignor hereby confirms it acquired the Assigned Rights by operation of law pursuant to the Amalgamation.

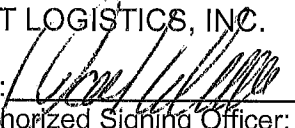
Section 3. No Challenge. The Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction, (a) the Assignee's rights, title and interest in and to the Trademarks, or (b) the Assignee's and its affiliates' rights to use and control the Trademarks.

Section 4. Further Assurances. The Assignor agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents, and at Assignee's expense take all further actions, reasonably requested by the Assignee to more fully evidence the Assignee's respective right, title and interest in, to and under the Trademarks, including, without limitation, complying with any and all procedures and requirements of the United States Patent and Trademark Office and other national intellectual property offices of the respective countries referred to in Schedule "A" attached hereto to effectuate the assignment of the Trademarks.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by e-mail of a .pdf, .tif, .jpeg or similar attachment ("Electronic Delivery"), and any such counterpart delivered using Electronic Delivery shall be treated in all manner and respects as an original counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, CLT LOGISTICS, INC. has caused this Assignment to be executed and delivered as of May 29, 2018.

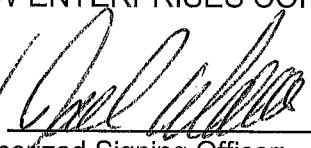
CLT LOGISTICS, INC.

per: 
Authorized Signing Officer:
Title:

This Assignment is hereby acknowledged and accepted.

Dated May 29, 2018.

BJW ENTERPRISES CORP.

per: 
Authorized Signing Officer:
Title:

SCHEDULE "A"

Trademarks

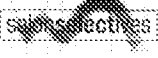

"Trademarks" means:


- (a) the trademark applications and registrations identified in Schedule A-1 attached hereto;
- (b) any and all of Vendor's right, title and interest in and to the trademarks identified in Schedule A-1 attached hereto ("**Main Trademarks**") in the respective countries specified;
- (c) any and all of Vendor's right, title and interest in and to any additional unregistered trademarks or trademark rights, domestic or foreign, owned or used by the Vendor (or its predecessor(s) in title including 1177216 Ontario Ltd. and CLT Logistics, Inc.) in connection with the promotion and sale of health and beauty products under the two brands "Salon Selectives" and "Daily Defense" ("**Secondary Marks**"), including but not limited to any trademarks identified in Schedule A-2; provided that any third party trademarks referred to in connection with the Vendor's "Men's and Women's Scented Impressions" product lines are hereby excluded from this sub-paragraph and from the definition of Trademarks and Intellectual Property under this Agreement; and
- (d) any and all of Vendor's right, title and interest in and to any trade names based upon or incorporating the words "Salon Selectives" and "Daily Defense" owned or used by the Vendor (or its predecessor(s) in title including 1177216 Ontario Ltd. and CLT Logistics, Inc.) in connection with the operation of a business making, selling and distributing health and beauty products under either of the brands "Salon Selectives" or "Daily Defense".






For greater certainty, the term "CLT" and any term incorporating CLT, including without limitation "CLT International", "cltinternational" and "CLT Logistics" (herein "**CLT Name**") are expressly excluded from the definitions of Trademarks and Intellectual Property under this Agreement and nothing in this Agreement shall be interpreted as a sale, transfer, assignment or license of any trade name, domain name, social media designation, goodwill or other rights, based upon or incorporating the CLT Name.

Schedule A-1

<u>Trademark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Appn No.</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Status</u>	<u>Comments</u>
SALON SELECTIVES	Argentina	March 26, 2014	3317245	April 13, 2015	2717641	Registered	RENEWAL: April 13, 2025
SALON SELECTIVES	Canada	October 14, 1986	570907	May 19, 1989	TMA355863	Registered	RENEWAL: May 19, 2019
SALON SELECTIVES	Canada	January 12, 1994	745073	February 12, 1997	TMA470868	Registered	RENEWAL: February 12, 2027
SALON SELECTIVES	Costa Rica	June 10, 2014	2014-0004877	November 7, 2014	239629	Registered	RENEWAL: November 7, 2024
SALON SELECTIVES	Ecuador	April 26, 2012	20527	April 24, 2013	3909-13	Registered	RENEWAL: April 24, 2023
SALON SELECTIVES	El Salvador	June 6, 2014	2014-0202312	February 18, 2016	73635	Registered	RENEWAL: February 18, 2026
SALON SELECTIVES	Honduras	June 5, 2014	2014-019884	June 5, 2014	130452	Registered	RENEWAL: June 5, 2024
SALON SELECTIVES	Israel	October 24, 2013	259977	July 2, 2015	259977	Registered	RENEWAL: October 24, 2023
SALON SELECTIVES	Jordan	March 19, 2014	140994	March 19, 2014	140994	Registered	RENEWAL: March 19, 2024
SALON SELECTIVES	Mexico	September 5, 2012	1306234	December 19, 2012	1340765	Registered	PROOF OF USE: July 22, 2019
SALON SELECTIVES	Nicaragua	June 18, 2014	2014-002213	December 17, 2014	2014107810 LM	Registered	RENEWAL: December 16, 2024
SALON SELECTIVES	Panama	February 25, 2014	229915-01	February 25, 2014	229915-01	Registered	RENEWAL: February 25, 2024
SALON SELECTIVES	Peru	April 23, 2012	490960	July 12, 2013	201526	Registered	RENEWAL: July 12, 2023
SALON SELECTIVES	UAE	May 15, 2014	211710	January 28, 2015	211710	Registered	RENEWAL: May 15, 2024
SALON SELECTIVES	U.S	July 29, 2010	85096000	June 11, 2013	4350507	Registered	SECTION 8 - 6 YR DD: June 11, 2019
SALON SELECTIVES	U.S.	November 16, 1987	73695670	February 7, 1989	1523097	Registered	RENEWAL: February 7, 2019
SALON SELECTIVES	U.S.	January 28, 1987	73641581	March 8, 1988	1479244	Registered	FINAL DD TO RENEW: September 8, 2018
SALON SELECTIVES	U.S.	June 30, 1986	73607222	March 8, 1988	1479236	Registered	FINAL DD TO RENEW: September 8, 2018

SALON SELECTIVES & Design 	Canada	February 1, 2002	1130229	April 1, 2003	TMA578672	Registered	FINAL DD TO RENEW: October 1, 2018
SALONSELECTIVES & Design (colour) 	Canada	August 4, 2000	1069957	August 26, 2003	TMA588169	Registered	RENEWAL: August 26, 2018
SALONSELECTIVES GET IN SHAPE POUR LA FORME & Design  get in shape pour la forme	Canada	August 4, 2000	1069956	August 27, 2003	TMA588293	Registered	RENEWAL: August 27, 2018
SALON SELECTIVES COLOUR SHIELD & Design 	Canada	October 19, 1999	1032988	August 22, 2002	TMA566210	Registered	RENEWAL: August 22, 2032
SALONSELECTIVES	Canada	August 8, 2001	1112180	March 31, 2003	TMA578615	Registered	RENEWAL: September 30, 2018
SELECTIONS SALON	Canada	October 14, 1986	570908	May 26, 1989	TMA356464	Registered	RENEWAL: May 26, 2019
SELECTIONS SALON	Canada	February 2, 1994	746801	May 5, 1995	TMA442564	Registered	RENEWAL: May 5, 2025

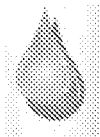
SELECTIONS SALON COLOUR SHIELD & Design 	Canada	October 19, 1999	1032987	August 20, 2002	TMA566085	Registered	RENEWAL: August 20, 2032
GET IN SHAPE	Canada	June 19, 2000	1063869	July 18, 2003	TMA585594	Registered	RENEWAL: July 18, 2018
LIKE YOU JUST STEPPED OUT OF A SALON	U.S.	January 8, 2007	77078127	November 11, 2008	3531607	Registered	RENEWAL: November 11, 2018
Trademark	Country	Filing Date	Application No.	Registration Date	Registration No.	Status	Next Deadline
DAILY DEFENSE	Australia	March 20, 2014	1612658	March 20, 2014	1612658	Registered	RENEWAL: March 20, 2024
DAILY DEFENSE	Canada	April 17, 1997	842508	November 23, 2000	TMA537647	Registered	RENEWAL: November 23, 2030
DAILY DEFENSE	China	April 28, 2014	14469701	June 14, 2015	14469701	Registered	RENEWAL: June 13, 2025
DAILY DEFENSE	Egypt	May 18, 2014	302513			Pending	
DAILY DEFENSE	Europe	November 8, 2011	10399608	March 20, 2012	10399608	Registered	RENEWAL: November 8, 2021
DAILY DEFENSE	Mexico	April 25, 2012	1269198	May 30, 2014	1459716	Registered	PROOF OF USE: June 9, 2020
DAILY DEFENSE	Philippines	April 2, 2014	4-2014-004077	November 27, 2014	4-2014-004077	Registered	PROOF OF USE: November 27, 2019
DAILY DEFENSE	UAE	May 15, 2014	211711			Pending	
DAILY DEFENSE	Ukraine	October 20, 2014	M 2014.14829	November 10, 2016	218466	Registered	PROOF OF USE: November 10, 2021
DAILY DEFENSE	U.S.	August 1, 1996	75143709	February 23, 1999	2226528	Registered	RENEWAL: February 23, 2019

DAILY DEFENSE & Design 	Costa Rica	September 1, 2016	2016-0008527	January 13, 2017	258807	Registered	RENEWAL: January 13, 2027
DAILY DEFENSE & Design 	Colombia	June 1, 2017	SD2017/0040673			Pending	
DAILY DEFENSE & Design 	Canada	August 14, 1997	853667	November 23, 2000	TMA537576	Registered	RENEWAL: November 23, 2030
DEFENSE QUOTIDIENNE	Canada	September 11, 1997	855769	November 23, 2000	TMA537575	Registered	RENEWAL: November 23, 2030
DAILY DEFENSE NATURALS & Design 	Europe	November 24, 2011	10442507	April 11, 2012	10442507	Registered	RENEWAL: November 24, 2021
DAILY DEFENSE NATURALS & Design 	Europe	November 24, 2011	10442408	May 9, 2012	10442408	Registered	RENEWAL: November 24, 2021
HAIR LOVE	Canada	October 17, 2017	1863205			Pending	

SCHEDULE A-2

(to Schedule A of Trademark Assignment)

MOISTURE QUENCH
NUTRI-HYDRATION
L'HUMIDITE TREMPE
BOOSTS ENERGY & BOUNCE
TAMES & ADDS LUSTER
LISSE ET ECLATANT
MARULA MAGIC
SILVER SHINE
BOOST STIMULANT
ALL DAY REFRESHING
KEEP IT CLEAN
ALL DAY BRUSHABLE
SIT STILL.
ALL DAY VOLUMIZING
STAY PUT



EVERYDAY CARE INSPIRED BY NATURE (advertising tag line)
EXOTIC ARGAN
LUXURIOUS KERATIN
CALMING COCONUT
NATURALLY INSPIRED BENEFITS
DESIGNER INSPIRED

