

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482315

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Keratin Perfect, LLC		03/03/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keratin Holdings LLC		
<b>Street Address:</b>	1590 NW 27 Ave, Suite 2		
<b>City:</b>	Pompano Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33069		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85158715	KERATIN PERFECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9374436635		
<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>			
<b>Phone:</b>	937-443-6817		
<b>Email:</b>	trademarks@thompsonhine.com		
<b>Correspondent Name:</b>	Roger H. Bora		
<b>Address Line 1:</b>	Thompson Hine LLP		
<b>Address Line 2:</b>	10050 Innovation Drive, Suite 400		
<b>Address Line 4:</b>	Dayton, OHIO 45342-4934		
<b>ATTORNEY DOCKET NUMBER:</b>	096950-003US1		
<b>NAME OF SUBMITTER:</b>	Roger H. Bora		
<b>SIGNATURE:</b>	/roger h bora/		
<b>DATE SIGNED:</b>	07/17/2018		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), effective as of March 3, 2017, is entered into by and between Keratin Perfect, LLC, a Florida limited liability company ("Assignor"), and Keratin Holdings LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks");

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated as of March 3, 2017 (the "Purchase Agreement"), between Sellers (as defined therein) and Buyer, Sellers have agreed to sell to Buyer, and Buyer has agreed to purchase from Sellers, the Assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Buyer, and Buyer has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to certain of Assignor's Intellectual Property, including the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Buyer hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on Schedule A), the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.

3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to its Assigned Trademarks.

4. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

5. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same

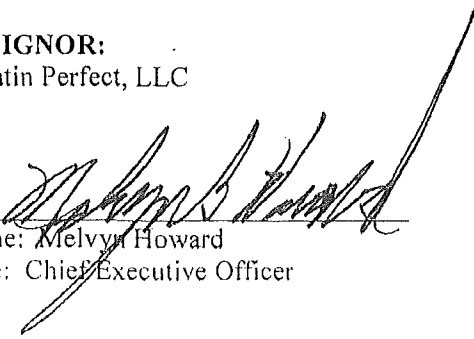
document. All counterparts shall be construed together and shall constitute one and the same instrument.

6. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Sellers, Buyer, or Assignor, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

**ASSIGNOR:**  
Keratin Perfect, LLC

By:   
Name: Melvyn Howard  
Title: Chief Executive Officer

**BUYER:**  
KERATIN HOLDINGS LLC

By: Robert Ambrosini  
Name: Robert Ambrosini  
Title: Chief Financial Officer

[Signature Page to Assignment of Intellectual Property – Trademark (Keratin Perfect, LLC)]

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**TRADEMARK**  
**REEL: 006409 FRAME: 0820**

SCHEDULE A  
to  
ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademarks

Mark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date
KERATIN PERFECT	UNITED STATES	REGISTERED	85/158,715	10/22/2010	4,234,533	10/30/2012

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