

900459030 07/19/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM482627

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neill Corporation		07/19/2018	Corporation: LOUISIANA
<i>Limited Liability</i>			
RECEIVING PARTY DATA			
Name:	Neill Technologies		
Street Address:	303 S. Pine Street		
City:	Hammond		
State/Country:	LOUISIANA		
Postal Code:	70404		
Entity Type:	Corporation: LOUISIANA <i>Limited Liability</i>		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3514618	YOURBIZ	
Registration Number:	5399683	SALONBIZ BARBER	
Registration Number:	5425200	POCKET SALON	
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:	7036225534		
Email:	jrthein@gmail.com		
Correspondent Name:	James R Thein		
Address Line 1:	P.O. Box 2970, P.O. Box 2970		
Address Line 4:	Arlington, VIRGINIA 22202		
NAME OF SUBMITTER:	James R Thein		
SIGNATURE:	/James R Thein/		
DATE SIGNED:	07/19/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 19th day of July, 2018 (the "Effective Date") by and between Neill Corporation., a limited liability corporation duly organized and existing under the laws of the State of Louisiana and having its principal place of business at 303 S. Pine Street, Hammond, LA 70404 ("Assignor") and Neill Technologies, a limited liability corporation duly organized and existing under the laws of the State of Louisiana and having its principal place of business at 303 South Pine Street, Hammond, LA 70404 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks, registered with the United States Trademark Office as listed in attached Exhibit A.

B. WHEREAS Assignor owns 100% of the outstanding stock of Assignee;

C. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
- (iv) there are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

5. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of the License Agreement, including expressly Section 12 of the License Agreement.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

(a) This Agreement, Exhibit A, constitutes the entire agreement. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Louisiana, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Louisiana. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Neill Corporation, LLC

By: Debra Neill Baker

Name: Debra Neill Baker

Title: Secretary

ASSIGNEE:

Neill Technologies, LLC

By: Edwin Neill III

Name: Edwin Neill III

Title:

Exhibit A

YourBiz, U.S. Trademark Registration Number 3,514,618

SalonBiz Barber , U.S. Trademark Registration Number 5,399,683

Pocket Salon , U.S. Trademark Registration Number 5,425,200