

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hidden Crown LLC		09/10/2018	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Hidden Crown 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: 5			
Property Type	Number	Word Mark	
Registration Number:	5404560	CROWN	
Registration Number:	5341393	CROWN TOPPER	
Registration Number:	5324355	DAYDREAM	
Registration Number:	4852698	HIDDEN CROWN	
Serial Number:	87734507	CROWN	
CORRESPONDENCE DATA			
Fax Number:	3054470043		
<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:	3053727300		
Email:	david@filawyers.com		
Correspondent Name:	David C. Isaacson		
Address Line 1:	901 Ponce de Leon Blvd., Suite 202		
Address Line 4:	Miami, FLORIDA 33134		
NAME OF SUBMITTER:	David C. Isaacson		
SIGNATURE:	/David C. Isaacson/		
DATE SIGNED:	10/10/2018		

OP \$140.00 5404560

Total Attachments: 6

source=HCAZ_2_HCDE#page1.tif

source=HCAZ_2_HCDE#page2.tif

source=HCAZ_2_HCDE#page3.tif

source=HCAZ_2_HCDE#page4.tif

source=HCAZ_2_HCDE#page5.tif

source=HCAZ_2_HCDE#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated as of September 10, 2018 (this "Agreement"), is executed by Hidden Crown LLC, an Arizona limited liability company having its principal place of business at 6691 North Avenue, De Las Palazas, Tucson, AZ 85750 ("Assignor" or "Hidden Crown LLC (AZ)", and Hidden Crown, LLC, a Delaware limited liability company having its principal place of business at 631 North 400 West, Salt Lake City, UT 84104 ("Assignee" or "Hidden Crown, LLC (DE)"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Contribution Agreement (defined below).

RECITALS

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

WHEREAS, in accordance with the Contribution 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 Contribution 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 Contribution 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 Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution 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 Contribution Agreement.

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

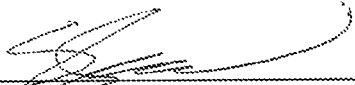
8. Reformation; Severability. In case any term or other provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to best effectuate the intent of the parties hereto and permit enforcement thereof, and the validity, legality and enforceability of the remaining 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:

Hidden Crown LLC
an Arizona limited liability company

By: 
Name: Shelley Goodstein
Title: Sole Member and Manager

ASSIGNEE:

Hidden Crown, LLC
a Delaware limited liability company

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:

Hidden Crown LLC (AZ).

By: _____

Name: Shelley Goodstein

Title: Sole Member and Manager

ASSIGNEE:

Hidden Crown, LLC (DE)

By:  _____

Name: James Jackson

Title: Secretary

Exhibit A

United States Trademark and Trademark Applications		
Title	Jurisdiction	Trademark Registration or Serial Number
CROWN	US	5,404,560
CROWN TOPPER	US	5,341,393
DAYDREAM	US	5,324,355
HIDDEN CROWN	US	4,852,698
CROWN	US	87734507

United States Registered Copyrights			
Name	Jurisdiction	Registration Number	Type of Work
None			

Domain Names List URL
1. hiddencrownhair.com
2. crownhairextensions.com
3. crownhairextension.com
4. crownehairextensions.com
5. crownehairextension.com
6. crownextensions.com
7. crownehair.com
8. icrownextension.com
9. crownhairband.com
10. hiddencrown.com
11. hiddencrowne.com
12. hiddencrownehair.com
13. hiddencrownwholesale.com

United States Patent and Patent Applications			
Title	Jurisdiction	Patent Application Number	Filing Date
Hair Extension Having Filament to Form an Adjustable Sizing Loop	USA	15/444,145	February 27, 2017

Trade Names
None