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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM498479

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--------------------------|
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 07/02/2018 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-----------------------|
| Nail Alliance - Artistic, Inc. | | 09/11/2018 | Corporation: MISSOURI |

RECEIVING PARTY DATA

| Name: | Nail Alliance, LLC |
|-----------------|-------------------------------------|
| Street Address: | 6840 N. Oak Trafficway |
| City: | Gladstone |
| State/Country: | MISSOURI |
| Postal Code: | 64118 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark | |
|----------------|----------|-----------------------|--|
| Serial Number: | 86740283 | ARTISTIC | |
| Serial Number: | 86740267 | ARTISTIC | |
| Serial Number: | 86740243 | ARTISTIC | |
| Serial Number: | 85136524 | ARTISTIC COLOUR GLOSS | |
| Serial Number: | 85136529 | ARTISTIC COLOUR GLOSS | |
| Serial Number: | 78600298 | ARTISTIC NAIL DESIGN | |
| Serial Number: | 78599976 | ARTISTIC NAIL DESIGN | |

CORRESPONDENCE DATA

Fax Number: 3105561802

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.

Phone: 310-556-1801

Email: uspt@polsinelli.com

Correspondent Name: Todd M. Malynn

Address Line 1: 2049 Century Park East, Suite 2900 Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 084728-512938

NAME OF SUBMITTER: Todd M. Malynn

TRADEMARK REEL: 006482 FRAME: 0739

900474360

| SIGNATURE: | /Todd M. Malynn/ |
|--|------------------|
| DATE SIGNED: | 11/15/2018 |
| Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif | |

TRADEMARK REEL: 006482 FRAME: 0740

TRADEMARK ASSIGNMENT

(NUNC PRO TUNC)

This Trademark Assignment (this "Assignment") is made and entered into by and between Nail Alliance – Artistic, Inc., a Missouri corporation ("Assignor"), and Nail Alliance, LLC, a Delaware limited liability company ("Assignce").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks listed in Schedule A (the "Trademarks"), and the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee, to be effective *nunc pro tune* as of the 2nd day of July, 2018, all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

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

- 1. Assignor does hereby sell, assign, transfer and set over to Assignee, to be effective nunc pro tunc as of the 2nd day of July, 2018, the Assignor's entire right, title and interest in and to the Trademarks together with the Assignor's goodwill in connection with which the Trademarks is used, 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 the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. The assignment of the Trademarks accompanies the transfer of Assignor's business, or portion of the business to which the Trademarks pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060, and that said business is ongoing and existing.
- 2. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonable required) in the recordation of this Assignment.

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IN TESTIMONY WHEREOF, ASSIGNOR hereunto executes this Assignment nunc pro tunc as of the eleventh day of September, 2018.

Nail Affiance Artisty, Inc.

van mance - Amsyw, mc.

Nail Alliance, LLC

By:(__ Name:

STATE OF Missouri

COUNTY OF Clay

SS.;

(Affix Seal Below)

MARY BOYD

Notary Public ~ Notary Seal

Clay County ~ State of Missouri

Commission Number 13498919

My Commission Expires Jun 30, 2023

SCHEDULE A

| | | | The Tradema | *************************************** | | |
|----------------------|----------------------|---------------|-------------|---|----------------------|------------|
| Mark | Country | Application # | File Date | Registration # | Registration Date | Status |
| ARTISTIC & Design | UNITED STATES | 86/740,283 | 08/28/2015 | 4,940,951 | 04/19/2016 | REGISTERED |
| ARTISTIC & Design | UNITED STATES | 86/740,267 | 08/28/2015 | 4,940,950 | 04/19/2016 | REGISTERED |
| ARTISTIC & Design | UNITED STATES | 86/740,243 | 08/28/2015 | 5,093,714 | 12/06/2016 | REGISTERED |
| ARTISTIC & Design | MADRID | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| ARTISTIC & Design | ITALY (Madrid) | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| ARTISTIC & Design | IRAN (Madrid) | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| ARTISTIC & Design | MEXICO (Madrid) | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| ARTISTIC & Design | EGYPT (Madrid) | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| ARTISTIC & Design | ALGERIA (Madrid) | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| ARTISTIC & Design | CUBA (Madrid) | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| ARTISTIC & Design | COLOMBIA (Madrid) | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| ARTISTIC & Design | BELARUS (Madrid) | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |

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| ARTISTIC | BAHRAIN | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
|-----------------|-------------|--|------------|---------------------|------------|------------|
| & Design | (Madrid) | | | | | |
| ARTISTIC | MOROCCO | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| & Design | (Madrid) | | | | * | |
| ARTISTIC | PHILIPPINES | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| & Design | (Madrid) | | | | | |
| ARTISTIC | OMAN | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| & Design | (Madrid) | | | | | |
| ARTISTIC | SOUTH | 1293514 | 02/25/2016 | | | PENDING |
| & Design | KOREA | | | | | |
| | (Madrid) | | | | | |
| ARTISTIC | UKRAINE | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| & Design | (Madrid) | | | | | |
| ARTISTIC | TUNISIA | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| & Design | (Madrid) | | | | 3 (A) | |
| ARTISTIC | SYRIA | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| & Design | (Madrid) | | | | | |
| ARTISTIC | SUDAN | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| & Design | (Madrid) | | | | | |
| ARTISTIC | RUSSIA | 1293514 | 02/25/2016 | 1293514 | 02/25/2016 | REGISTERED |
| & Design | (Madrid) | The state of the s | | | | |
| ARTISTIC COLOR | PHILIPPINES | 4-2015- 00506967 | 12/09/2015 | 4-2015- 00506967 | 03/03/2016 | REGISTERED |
| GLOSS | | | | | | |
| ARTISTIC | UNITED | 85/136,524 | 09/23/2010 | 4,222,432 | 10/09/2012 | REGISTERED |
| COLOUR GLOSS | STATES | | | | | |
| 1 | } | 1 | | | | <u></u> |

| ARTISTIC COLOUR GLOSS & Design | AUSTRALIA (Madrid) | 1060442 | 16/15/2010 | 1060442 | 10/15/2010 | REGISTERED |
|---|-------------------------------|---------|------------|---------|------------|------------|
| ARTISTIC COLOUR GLOSS & Design | SOUTH KOREA (Madrid) | 1060442 | 10/15/2010 | 1060442 | 10/15/2010 | REGISTERED |
| ARTISTIC COLOUR GLOSS & Design | RUSSIA (Madrid) | 1060442 | 10/15/2010 | 1060442 | 10/15/2010 | REGISTERED |
| ARTISTIC COLOUR GLOSS & Design | JAPAN (Madrid) | 1060442 | 10/15/2010 | 1060442 | 10/15/2010 | REGISTERED |
| ARTISTIC COLOUR GLOSS & Design | EUROPEAN UNION (Madrid) | 1060442 | 10/15/2010 | 1060442 | 10/15/2010 | REGISTERED |
| ARTISTIC COLOUR GLOSS & Design | CHINA (Madrid) | 1060442 | 10/15/2010 | 1060442 | 10/15/2010 | REGISTERED |
| ARTISTIC COLOUR GLOSS & Design | BELARUS (Madrid) | 1060442 | 10/15/2010 | 1060442 | 10/15/2010 | REGISTERED |
| ARTISTIC COLOUR GLOSS & Design | VIETNAM (Madrid) | 1060442 | 08/31/2017 | | | PENDING |
| ARTISTIC COLOUR GLOSS & Design | MADRID | 1060442 | 10/15/2010 | 1060442 | 10/15/2010 | REGISTERED |

| ARTISTIC COLOUR GLOSS & Design | UNITED STATES | 85/136,529 | 09/23/2010 | 4,222,433 | 10/09/2012 | REGISTERED |
|---|-------------------|---------------|------------|---------------|------------|------------|
| ARTISTIC NAIL DESIGN | CUBA | 2015-2128 | 11/30/2015 | | | PENDING |
| ARTISTIC NAIL DESIGN & Design | UNITED STATES | 78/600,298 | 04/01/2005 | 3,225,745 | 04/03/2007 | REGISTERED |
| ARTISTIC NAIL DESIGN & Design | UNITED STATES | 78/599,976 | 04/01/2005 | 3,225,743 | 04/03/2007 | REGISTERED |
| ARTISTIC NAIL DESIGN & Design | CUBA | 2015-2129 | 11/30/2015 | | | PENDING |
| ARTISTIC NAIL DESIGN & Design | AUSTRALIA | 1266055 | 10/03/2008 | 1266055 | 10/03/2008 | REGISTERED |
| L.E.D. SMART GEL | UNITED KINGDOM | UK00002620117 | 05/04/2012 | UK00002620117 | 11/02/2012 | REGISTERED |
| L.E.D. SMART GEL & Design | UNITED KINGDOM | UK00002620118 | 05/04/2012 | UK00002620118 | 11/02/2012 | REGISTERED |