

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Hairdressers, Inc.		12/11/2018	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	The Great American Barbershop, Inc.		
Street Address:	9505 N. Sommerville Drive, Suite 102		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93720		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4692792	GREAT AMERICAN HAIR SHOW	
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:	657-201-8687		
Email:	nafisa@khwajalaw.com		
Correspondent Name:	Nafisa J. Khwaja		
Address Line 1:	P.O. Box 25983		
Address Line 4:	Anaheim, CALIFORNIA 92825		
NAME OF SUBMITTER:	Nafisa J. Khwaja		
SIGNATURE:	/Nafisa J. Khwaja/		
DATE SIGNED:	12/12/2018		
Total Attachments: 5			
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TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT (the "Assignment") is entered into as of December 11th, 2018, between Creative Hairdressers, Inc., a Virginia corporation with an address located at 1577 Spring Hill Road, Suite 500, Vienna Virginia 22182 ("Creative" or "Assignor") and The Great American Barbershop, Inc., a California corporation with an address located at 9505 N. Sommerville Drive, Suite 102, Fresno, California 93720 ("TGAB" or "Assignee").

WHEREAS, Creative is the owner of the "Great American Hair Show" trademark bearing USPTO Registration Number 4692792 ("GAHS Mark").

WHEREAS, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor desires to transfer and assign to the Assignee, and the Assignee desires to acquire and accept from the Assignor, all of the Assignor's right, title and interest in and to the GAHS Mark, as of December 11th, 2018;

NOW, THEREFORE, the Assignor does hereby transfer, sell, assign and convey unto the Assignee, effective December 11th, 2018, all of Assignor's right, title and interest in and to the GAHS Mark together with the goodwill of the business symbolized by the GAHS Mark, all proceeds of infringement suits, rights to sue for past, present and future infringements, and all rights corresponding to the GAHS Mark throughout the world; and the Assignee hereby acknowledges acceptance and receipt of the same.

1. Assignment. Creative hereby sells, assigns, conveys and transfers to TGAB Creative's entire right, title and interest in and to the GAHS Mark, together with all goodwill associated therewith.

2. Purchase Price. The purchase price for the GAHS Mark is Seven Thousand Five Hundred (\$7,500.00) Dollars payable within ten (10) days of execution of this Assignment.

3. Creative's Covenants. Creative covenants and agrees that Creative, and Creative's Principals:

- a. will not contest TGAB's full and complete ownership of the GAHS for any service or product, including the right to use, license the use of and/or register the GAHS Mark in connection with barber shop services;
- b. will not use or seek to register the GAHS Mark for any service or product; and
- c. will not contest, or file an opposition to, the acquisition by TGAB of any trademarks owned by Creative and/or any affiliated person or entity of Creative.

4. Creative's Representations. Creative warrants and represents to TGAB that as of the Effective Date:

- a. Creative is a corporation duly organized and in good standing under the laws of the Commonwealth of Virginia, country of the United States of America. Creative has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by Creative in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Creative is duly authorized to do so. This Agreement and all documents required hereby to be executed by Creative are and shall be valid, legally binding obligations of and enforceable against Creative, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Creative is subject or by which Creative is bound, or constitute a breach or default under any agreement or other obligation to which Creative is a party or otherwise bound.
- b. To the best of Creative's knowledge, it is the owner of all right, title and interest in the GAHS Mark and the corresponding registration is valid and in good standing.
- c. Creative represents that there is no outstanding indebtedness incurred by Creative for which a valid lien or other security interest could be filed against the GAHS Mark in the trademark registry.

d. To the best of Creative's knowledge, there are no anticipated or pending infringement actions relating to the GAHS Mark.

5. Integration. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. This Agreement, the exhibits and other writings referred to herein, if any, constitute the entire understanding of the parties with respect to the subject matter hereof.

6. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of all parties, wherein specific reference is made to this Agreement.

7. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective officers, directors, employees, legal representatives, administrators, representatives, heirs, executors, divisions, parents, subsidiaries, parents' subsidiaries, affiliates, partners, limited partners, successors, licensees, and assigns.

8. Selective Enforcement. The parties agree that the failure of any party to enforce or exercise any right, condition, term or provision of this Agreement shall not be construed as or deemed to be a waiver or relinquishment thereof, and the same shall continue in full force and effect.

9. Joint Preparation With Counsel. The parties hereto participated jointly in the negotiation and preparation of this Agreement, and each party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any party. This Agreement shall be construed as if it was jointly prepared by the parties and any uncertainty or ambiguity shall not be interpreted against one party and in favor of the other.

10. Authority. The parties hereby represent and warrant that they each have the authority to enter into this Agreement and to carry out its provisions. The signatories to this Agreement hereby represent and warrant that they each have the authority to bind the party for which they are signing to the terms of this Agreement. All parties hereto have entered this Agreement voluntarily and of their own free will and without any undue influence, incapacity or otherwise and have had the opportunity to consult with the legal counsel of their choice.

11. Counterparts. This Agreement may be executed in any number of counterparts, by facsimile or email, and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and each of which shall constitute but one

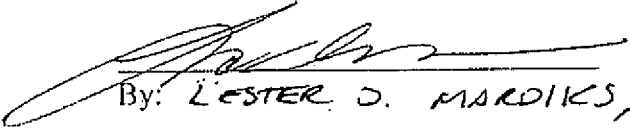
and the same Agreement. This Agreement will become effective upon the exchange of signature pages executed by the parties.

12. Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of California, without regard to its conflicts of law provisions. The Parties may seek enforcement of this Agreement in the federal Court in the litigation, or in a federal Court located in or near Fresno, California.

[SIGNATURE LINES ON FOLLOWING PAGE]


ASSIGNOR:

Creative Hairdressers, Inc.


By: LESTER J. MARDIKS, V.P.

ASSIGNEE:

The Great American Barbershop, Inc.


By: TYE FEATHERSTONE, CEO