

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TextureMedia, LLC		09/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Essence Communications Inc.		
Street Address:	241 37th Street, 4th Floor		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11232		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3089774	NATURALLYCURLY.COM	
Registration Number:	4075562	FRIZZ FORECAST	
Registration Number:	4159132	TEXTUREMEDIA	
Registration Number:	5089382	TEXTURE ON THE RUNWAY	
Registration Number:	5458061	NATURALLYCURLY.COM BEST OF THE BEST THEC	
Registration Number:	5563853	NATURALLYCURLY.COM · EDITOR'S CHOICE · T	
Serial Number:	87335399	TEXTURE TYPING BY NATURALLYCURLY	
Serial Number:	87196225	NATURALLYCURLY.COM	
CORRESPONDENCE DATA			
Fax Number:	2024576315		
<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:	202-457-6030		
Email:	deborah.lodge@squirepb.com, karen.agee@squirepb.com, ipdocketing@squirepb.com		
Correspondent Name:	Deborah M. Lodge Squire Patton Boggs		
Address Line 1:	2550 M Street, NW		
Address Line 4:	Washington, D.C. 20037		
ATTORNEY DOCKET NUMBER:	118741.00007		

OP \$215.00 3089774

NAME OF SUBMITTER:	Deborah M. Lodge
SIGNATURE:	/Deborah M. Lodge/
DATE SIGNED:	12/10/2018
Total Attachments: 4 source=Texture - TM Assignment For Filing#page1.tif source=Texture - TM Assignment For Filing#page2.tif source=Texture - TM Assignment For Filing#page3.tif source=Texture - TM Assignment For Filing#page4.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark Assignment (“Assignment”) is made effective this 7th day of September 2018, by and between the Parties:

Texture Media, LLC a Delaware Limited Liability Company with an address of 3636 Executive Center Drive, Suite 100, Austin, Texas 78731 (“Assignor”), and Essence Communications Inc. a Delaware Corporation with an address of 241 37th Street, 4th Floor, Brooklyn, New York 11232 (“Assignee”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the terms set forth in that certain ASSET PURCHASE AGREEMENT (the “Agreement”) dated September 7, 2018, between Assignor and Assignee, Assignor hereby irrevocably assigns and transfers to Assignee, its successors and assigns, in perpetuity all right, title, and interest in and to its trademarks and service marks throughout the world (the “Marks”) including those set forth in Schedule A to this Assignment as well as any other Mark or iterations used by Assignor, and including all common law rights as well as registrations for the Marks, together with the goodwill of the business symbolized by such Marks, and including the domain names set forth in Schedule B to this Assignment (the “Domain Names”). This Assignment pertains to all iterations and formats of the Marks, whether registered or unregistered, as well as to any domain names, Twitter and other social media handles consisting of or embodying any of the Marks or Domain Names. This Assignment expressly excludes the Marks and Domain Names set forth on Schedule C to this Assignment.

Assignor represents that it owns all rights in and to said Marks and Domain Names, that they are not encumbered by any judgments, liens, or other interests, and that it is fully able and authorized to enter into this Assignment. Assignor further agrees to execute or provide such other documents and take other actions as Assignee or its representatives may reasonably request, as necessary to effectuate the purpose of this Assignment, without further consideration. Assignor further agrees not to use in the future any mark, name, domain name, graphic or other representation which is similar in whole or in part to any of the Marks or Domain Names, or which would cause confusion or mistake among consumers.

This Assignment is binding on the parties, their affiliates, principals, owners, employees, representatives, successors, heirs and assigns. This Assignment and any dispute arising under it shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.


ASSIGNOR:

TEXTUREMEDIA, LLC

By: _____
Name:
Title:

ASSIGNEE:


ESSENCE COMMUNICATIONS INC.

By: 
Name: Darryl Thompson
Title: Secretary

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

TEXTUREMEDIA, LLC

By: 
Name: Michael Ross
Title: Chairman and Manager

ASSIGNEE:

ESSENCE COMMUNICATIONS INC.

By: _____
Name:
Title:

SCHEDULE A

Registered Marks

CurlMart: Trademark Reg. No. 3375734 (January 29, 2008)

Curls On The Go: Trademark Reg. No. 4108340 (March 6, 2012)

Frizz Forecast: Trademark Reg. No. 4075562 (December 20, 2011) (Supplemental Register)

NaturallyCurly.com: Trademark Reg. No. 3,089,774 (May 9, 2006)

NaturallyCurly.com: App. No. 87196225 (filed Oct. 7, 2016)

NaturallyCurly.com Best of the Best The Curl Leaders 2017 Winner: Trademark Reg. No. 5,458,061 (May 1, 2018)

NaturallyCurly.com Editor's Choice The Curl Leaders 2017 Winner & Design: App. No. 87,603,083 (published July 3, 2018)

Texture on the Runway, Trademark Reg. No. 5089382 (Nov. 29, 2016)

TextureMedia: Trademark Reg. No. 4159132 (June 12, 2012)

Texture Typing by Naturally Curly, App. No. 87,335,399 (filed Feb. 14, 2017)

Non-Registered Marks

CurlStylist