

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521580

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900490393

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		06/27/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	M Network, LLC
Street Address:	464 East 1750 North Ste B
City:	Lidon
State/Country:	UTAH
Postal Code:	84042
Entity Type:	Limited Liability Company: UTAH

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87323802	JAM BEAUTY
Serial Number:	87327621	JAMBEAUTY
Serial Number:	85199107	JAMBERRY
Serial Number:	86635219	JAMBERRY
Serial Number:	85889799	
Serial Number:	86376484	JAMBERRY NAILS
Serial Number:	85889770	JAMBERRY NAILS
Serial Number:	87316464	JAMBERRY SILK
Serial Number:	86319201	STYLEBOX BY JAMBERRY
Serial Number:	87260723	TRUSHINE
Serial Number:	86736994	TRUSHINE

CORRESPONDENCE DATA

Fax Number: 8015366111

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: 8015321234

Email: trademarks@parsonsbehle.com

Correspondent Name: Jonathan H. Love

TRADEMARK

Address Line 1: 201 South Main Street, Suite 1800
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER: 25484.002

NAME OF SUBMITTER: Jonathan H. Love

SIGNATURE: /Jonathan Love/

DATE SIGNED: 05/01/2019

Total Attachments: 4

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EXHIBIT D

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Assignment"), dated effective as of June, 27 2018, is made by and among Cerberus Business Finance, LLC, a Delaware limited liability company, in its capacity as collateral agent, as foreclosing secured party assignor pursuant to that certain Purchase and Sale Agreement reference below (collectively, the "Assignor"), and M Network, LLC, a Utah limited liability company (the "Assignee").

WHEREAS, the Assignor and Assignee have entered into that certain Purchase and Sale Agreement (the "Sale Agreement"; capitalized terms used but not defined herein have the meaning ascribed thereto in the Sale Agreement) dated the same date as this Assignment.

WHEREAS, the Assignor, in its capacity as the foreclosing secured party, pursuant to Sections 9-610 through 9-619 and 9-623 through 9-628 of the UCC and as otherwise provided under the Credit Documents and other applicable law, has the right and authority to assign the Intellectual Property set forth in Exhibit B attached hereto (collectively, the "Jamberry Intellectual Property"), together with all goodwill connected with the use of and symbolized by the Jamberry Intellectual Property;

WHEREAS, some of the Jamberry Intellectual Property are registered and some are not currently registered with the United States Patent and Trademark Office or any other federal or state agency; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to all of the Jamberry Intellectual Property and all goodwill connected with the use of and symbolized by the Jamberry Intellectual Property, in each case to the fullest extent Collateral Agent can transfer such right, title and interest pursuant to UCC Section 9-610.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree pursuant to the Sale Agreement as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, in its capacity as the foreclosing secured party, pursuant to Sections 9-610 through 9-619 and 9-623 through 9-628 of the UCC and as otherwise provided under the Credit Documents and other applicable law, hereby irrevocably conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest in and to the Jamberry Intellectual Property, together with all goodwill connected with the use of and symbolized by the Jamberry Intellectual Property, all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims

for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, in each case to the fullest extent Collateral Agent can transfer the foregoing pursuant to UCC Section 9-610.

2. Further Actions. Following the date hereof, upon the Assignee's reasonable request, and at the Assignee's sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Jamberry Intellectual Property to the Assignee, or any assignee or successor thereto. The Assignor shall further assist the Assignee and cooperate in the completion of any documents, filings, or notices necessary to be filed and recorded with the appropriate authorities to effect the aforesaid assignment and transfer of ownership in the Jamberry Intellectual Property.

3. Successors and Assigns. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby are governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of York or any other jurisdiction).

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signatures follow on separate page(s).]



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

ASSIGNORS:

Cerberus Business Finance, LLC

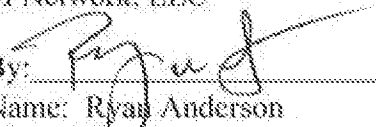
By: _____

Name: _____

Title: _____

ASSIGNEE:

M Network, LLC

By:  _____

Name: Ryan Anderson

Title: Manager

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

ASSIGNORS:

Cerberus Business Finance, LLC

By: _____

Name: _____

Title: _____

Joseph Naccareto
Chief Operating Officer

ASSIGNEE:

M Network, LLC

By: _____

Name: Ryan Anderson

Title: Manager

Signature Page to Assignment of Intellectual Property Agreement