

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522699

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|---|--|--------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Macadamia Beauty, LLC | | 05/08/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FloridaHusker LLC | | |
| Street Address: | 28720 Roadside Dr., Suite 151 | | |
| Internal Address: | c/o Gary A. Halpert CPA | | |
| City: | Agoura Hills | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91301 | | |
| Entity Type: | Limited Liability Company: FLORIDA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5439139 | GU FLAWLESS BY GABRIELLE UNION | |
| Registration Number: | 5439089 | GABRIELLE UNION FLAWLESS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127986915 | | |
| <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: | 2123260831 | | |
| Email: | tlee@pryorcashman.com,mwalters-bowens@pryorcashman.com,tmdocketing@p | | |
| Correspondent Name: | Teresa Lee | | |
| Address Line 1: | 7 Times Square | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| NAME OF SUBMITTER: | Teresa Lee | | |
| SIGNATURE: | /tlee/ | | |
| DATE SIGNED: | 05/08/2019 | | |
| Total Attachments: 3 | | | |
| source=FloridaHusker assignment#page1.tif | | | |
| source=FloridaHusker assignment#page2.tif | | | |
| source=FloridaHusker assignment#page3.tif | | | |

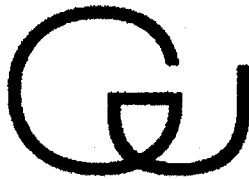
CH \$65.00 5439139

Exhibit A

ASSIGNMENT

May This Assignment (hereinafter "Agreement") is made and entered into effective as of ~~February 8~~, 2019, by and between Macadamia Beauty, LLC, a Delaware limited liability company, whose address is 5850 Granite Parkway, Suite 370, Plano, TX 75024 (hereinafter, the "Assignor"), on the one hand, and FloridaHusker LLC, a Florida limited liability company, whose address is c/o Gary A. Halpert CPA, 28720 Roadside Dr., Suite 151, Agoura Hills, CA 91301 (hereinafter, the "Assignee"), on the other hand.

WHEREAS, Assignor is the owner of the marks, GU FLAWLESS BY GABRIELLE UNION *Stylized*® and GABRIELLE UNION FLAWLESS® (collectively, the "Marks"), as set forth in the following registrations (collectively, the "Registrations") (the Marks and Registrations are hereinafter collectively referred to as the "Property");



FLAWLESS

by Gabrielle Union ® in cl. 3, Reg. No. 5,439,139

GABRIELLE UNION FLAWLESS® in cl. 3, Reg. No. 5,439,089

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys and grants to Assignee, its successors, assigns and legal representatives forever, Assignor's entire

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right, title and interest in and to such Property, all of the foregoing throughout the world in perpetuity, together with the goodwill associated therewith and that part of the Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "Transferred Rights"), and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property upon registration of such Property throughout the world, or other legal protections pertaining to the Transferred Rights;

AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Property to any third party; and

AND, Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Property, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Property in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark and service mark protection for the Property in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.


[Signature page follows, remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

ASSIGNOR:

MACADAMIA BEAUTY, LLC


By: Henry W. Stein

Title: INTERIM CEO

ASSIGNEE:

FLORIDAHUSKER LLC

By: 

Title: President

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