

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conair Corporation		08/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Transom Symphony OpCo, LLC		
Doing Business As:	Beauty Quest Group		
Street Address:	23 BARRY PL.		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1459630	RUSK	
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>			
Email:	trademark@raklaw.com		
Correspondent Name:	Irene Y. Lee		
Address Line 1:	12424 Wilshire Blvd, 12th fl.		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	4079-2-US103		
NAME OF SUBMITTER:	Adam Kummins		
SIGNATURE:	/Adam Kummins/		
DATE SIGNED:	08/02/2019		
Total Attachments: 5			
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OP \$40.00 1459630

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of August 2, 2019 (the "Effective Date"), is made by and between Conair Corporation, a Delaware corporation (the "Assignor") and Transom Symphony OpCo, LLC dba Beauty Quest Group, a Delaware limited liability company (the "Assignee"). All capitalized terms used but not defined in this Agreement shall have the same meanings as are given to such terms in the APA (defined herein).

W I T N E S S E T H:

WHEREAS, in that certain Asset Purchase Agreement by and between the Assignor and the Assignee dated as of the Effective Date (the "APA"), the Assignor has agreed to sell, transfer, assign, convey and deliver to the Assignee, and the Assignee has agreed to purchase from the Assignor, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the Assignor's right, title and interest in, to and under the Purchased Assets; and

WHEREAS, pursuant to the APA, the Assignor hereby agrees to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby agrees to purchase from the Assignor, all of the Assignor's right, title and interest in, to and under all of the Assignor's trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements contained herein and in the APA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's worldwide right, title and interest in, to and under the Trademarks, together with all common law rights thereto, all right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, and all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of the Trademarks.

Section 2. Further Assurances. This Agreement has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable foreign countries or multinational authorities. The Assignor agrees that any time or from time to time, upon the reasonable request of the Assignee, the Assignor shall, at the sole cost and expense of the Assignee, do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances and other documents, instruments

and papers as may be reasonably requested to perfect, protect, secure or more fully evidence the Assignee's right, title and interest in, to and under the Trademarks, or to enable the Assignee (or any agent or designee of any of the foregoing) to exercise or enforce any of its rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby and any other forms of assignment to record evidence of the transfer of the Trademarks in any jurisdiction anywhere throughout the world.

Section 3. Governing Law. This Agreement and any claim or controversy hereunder shall be governed by and construed in accordance with the Laws of the State of New York without giving effect to the principles of conflict of Laws thereof.

Section 4. Entire Agreement. This Agreement, including the Schedule attached hereto which is deemed for all purposes to be part of this Agreement, and the APA and other documents, delivered pursuant to the APA and this Agreement, together contain all of the terms, conditions and representations and warranties agreed upon or made by the parties relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties or their representatives, oral or written, respecting such subject matter. In the event of any conflict between the terms of this Agreement and the APA, the terms of the APA shall control.

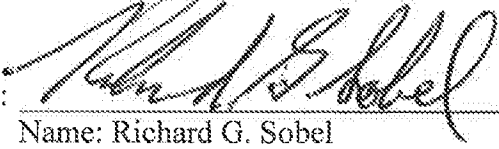
Section 5. Counterparts. This Agreement may be signed in any number of counterparts (including by means of facsimile or portable document format (.PDF) copies) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

[No further text on this page; signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

CONAIR CORPORATION

By: 

Name: Richard G. Sobel

Title: Senior Vice President,


General Counsel & Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006711 FRAME: 0731

ASSIGNEE:

**TRANSOM SYMPHONY OPCO, LLC
DBA BEAUTY QUEST GROUP**

By:  _____

Name: John Costanza

Title: Chief Executive Officer

Schedule 1

Trademarks

MARK	TERRITORY	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS	GOODS / SERVICES	OWNER
RUSK	United States	73643824	9-Feb-1987	1459630	29-Sep-1987	Registered	41 - EDUCATIONAL SERVICES FEATURING INSTRUCTIONS, DEMONSTRATIONS AND ACTUAL PERFORMANCE IN HAIRSTYLING AND COSMETOLOGY	Crnair Corporation

[Schedule 1 to Trademark Assignment Agreement]