

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544809

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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 |
| AP Dreamworks, LLC | | 09/30/2019 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | The Lash Lounge Franchise, LLC | | |
| Street Address: | 550 Reserve Street, Suite 380 | | |
| City: | Southlake | | |
| State/Country: | TEXAS | | |
| Postal Code: | 76092 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3899136 | WELCOME TO YOUR NEW ADDICTION | |
| Registration Number: | 3959255 | THE LASH LOUNGE | |
| Registration Number: | 3866558 | THE LASH LOUNGE | |
| Registration Number: | 4267914 | L | |
| Registration Number: | 4267915 | THE LASH LOUNGE | |
| Serial Number: | 88589061 | L LASH LOUNGE | |
| Serial Number: | 88589042 | THE LASH LOUNGE | |
| Serial Number: | 88356785 | THE LASH LOUNGE | |
| Serial Number: | 88356769 | THE LASH LOUNGE | |
| Serial Number: | 88356756 | THE LASH LOUNGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2142000707 | | |
| <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: | 2146515106 | | |
| Email: | ipdocketing@haynesboone.com | | |
| Correspondent Name: | J. Robert LeBlanc | | |
| Address Line 1: | 2323 Victory Ave, Suite 700 | | |
| Address Line 4: | DALLAS, TEXAS 75219 | | |

OP \$265.00 3899136

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|---|---------------------|
| NAME OF SUBMITTER: | J. Robert LeBlanc |
| SIGNATURE: | /J. Robert LeBlanc/ |
| DATE SIGNED: | 10/11/2019 |
| Total Attachments: 4 source=AP_Dreamworks_and_The_Lash_Lounge_Franchise_-_IP_Assignment_For_Execution.docx#page1.tif source=AP_Dreamworks_and_The_Lash_Lounge_Franchise_-_IP_Assignment_For_Execution.docx#page2.tif source=AP_Dreamworks_and_The_Lash_Lounge_Franchise_-_IP_Assignment_For_Execution.docx#page3.tif source=AP_Dreamworks_and_The_Lash_Lounge_Franchise_-_IP_Assignment_For_Execution.docx#page4.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of September 30, 2019, by and between The Lash Lounge Franchise, LLC, a Texas limited liability company (“**Assignee**”), and AP Dreamworks, LLC, a Texas limited liability company (“**Assignor**”) (together, the “**Parties**” or each a “**Party**”).

RECITALS

WHEREAS, effective as of March 1, 2010, Assignor and Assignee entered into a License Agreement (“**License Agreement**”), pursuant to which Assignor granted to Assignee the royalty-free license and right to use and sublicense, throughout the world, certain intellectual property related to the THE LASH LOUNGE franchise system;

WHEREAS, Assignor owns all right, title, and interest in and to: i) the trademark applications and registrations listed on Appendix 1, as well as other trademarks, service marks, and indicia of origin that are directly related to and used in the promotion and operation of THE LASH LOUNGE businesses (the “**Trademarks**”); ii) the copyright rights in and to the THE LASH LOUNGE system (“**System**”), including advertising and marketing materials, training materials, operation manuals, the design of all of the Trademarks, the website content, and any other materials owned by Assignor developed for the promotion or operation of the THE LASH LOUNGE businesses (“**Copyrighted Works**”), and iii) any other intellectual property listed in Appendix 1 (collectively, the “**Intellectual Property**”);

WHEREAS, Assignee desires to obtain, and Assignor desires to transfer and assign to Assignee, all of Assignor’s right, title and interest in and to the Intellectual Property according to the terms of this Assignment; and

WHEREAS, the parties are entering into this Assignment to confirm and reflect the assignment of all of Assignor’s right, title and interest in and to the Intellectual Property to Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises, and agreements of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, and Assignee hereby accepts and receives, Assignor’s entire worldwide right, title and interest in and to the Intellectual Property, as-is and without any warranties, guaranties, and including all associated goodwill, all common law rights, all rights of priority in any country as may now or hereafter be granted to Assignor by law, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, continuations-in-part, or extension of any of the foregoing and any foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this Assignment.

2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, without limitation, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

3. Assumption. In partial consideration for this Assignment, Assignee agrees to assume and discharge any and all past expenses, costs, and liabilities incurred or accrued in connection with the application, prosecution, defense, of the Trademarks.

4. Termination of License Agreement; Release. On the full execution of this Assignment, the License Agreement will terminate and, thereafter, neither Party will have any obligations or liabilities to the other thereunder. In addition, each Party, and its respective owners, members, managers, officers, employees, agents, successors and assigns (“**Released Parties**”) fully release, acquit, and forever discharge the Released Parties from any and all obligations, claims, damages, debts, demands, covenants, promises, agreements, liabilities, accounts, costs, attorneys’ fees, actions, or causes of action whatsoever, whether known or unknown, vested or contingent, direct or indirect related to the License Agreement or the Intellectual Property.

5. Execution; Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (.pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

6. Headings. The headings in this Assignment are for reference only and shall not affect the meaning, construction, or interpretation of any provisions hereof.

7. Governing Law. This Assignment shall be governed by, and construed, interpreted, and applied in accordance with, the laws of the State of Texas applicable to contracts made and performed in such state, without reference to such state’s principles of conflict of laws.

8. No Amendment. This Assignment may not be amended, modified, or supplemented, except by an instrument in writing signed by the parties hereto.

9. Reformation; Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, such provision shall be modified so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

ASSIGNEE:

THE LASH LOUNGE FRANCHISE, LLC

By: meg roberts
Name: Meg Roberts
Its: President and Chief Executive Officer

ASSIGNOR:

AP DREAMWORKS, LLC

By: Anna Phillips
Name: Anna Phillips
Its: President and Chief Executive Officer

APPENDIX 1**REGISTERED TRADEMARKS**

| Mark | Reg. No. | Goods and Services | Reg. Date |
|-------------------------------|-----------------|--|------------------|
| WELCOME TO YOUR NEW ADDICTION | 3899136 | Class 44: Beauty spa services, namely, cosmetic body care, specializing in eyelash extension application services, eyelash and eyebrow tinting services, eyelash perming services, and permanent makeup application services | Jan. 4, 2011 |
| THE LASH LOUNGE (and design) | 3959255 | Class 3: Cosmetics Class 44: Beauty spa services, namely, cosmetic body care, including eyelash extension application, eyelash and eyebrow tinting, eyelash perming, and permanent makeup application | May 10, 2011 |
| THE LASH LOUNGE | 3866558 | Class 44: Beauty spa services, namely, cosmetic body care, namely, eyelash extension application, eyelash and eyebrow tinting, eyelash perming, and permanent makeup application | October 26, 2010 |
| L (and design) | 4267914 | Class 3: Cosmetics | Jan. 1, 2013 |
| THE LASH LOUNGE (and design) | 4267915 | Class 3: Cosmetics | Jan. 1, 2013 |

TRADEMARK APPLICATIONS

| Mark | Serial No. | Goods and Services | App. Date |
|------------------------------|-------------------|--|------------------|
| L LASH LOUNGE (and design) | 88589061 | Class 3: Cosmetics Class 44: Beauty spa services, namely, cosmetic body care, namely, eyelash extension application, eyelash and eyebrow tinting, eyelash perming, and permanent makeup application | Aug. 22, 2019 |
| THE LASH LOUNGE (and design) | 88589042 | Class 3: Cosmetics Class 44: Beauty spa services, namely, cosmetic body care, namely, eyelash extension application, eyelash and eyebrow tinting, eyelash perming, and permanent makeup application | Aug. 22, 2019 |
| THE LASH LOUNGE (and design) | 88356785 | Class 44: Beauty spa services, namely, cosmetic body care, namely, eyelash extension application, eyelash and eyebrow tinting, eyelash perming, and permanent makeup application | March 26, 2019 |
| THE LASH LOUNGE (and design) | 88356769 | Class 44: Beauty spa services, namely, cosmetic body care, namely, eyelash extension application, eyelash and eyebrow tinting, eyelash perming, and permanent makeup application | March 26, 2019 |
| THE LASH LOUNGE (and design) | 88356756 | Class 3: Cosmetics Class 44: Beauty spa services, namely, cosmetic body care, namely, eyelash extension application, eyelash and eyebrow tinting, eyelash perming, and permanent makeup application | March 26, 2019 |

OTHER INTELLECTUAL PROPERTY**Domain Names**

www.thelashlounge.com

Social Media Accounts

Facebook account at <https://www.facebook.com/TheLashLounge/>

Twitter account at <https://twitter.com/TheLashLounge>

Instagram account at <https://www.instagram.com/thelashlounge/>