

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBG IP Holder, LLC		12/31/2019	Limited Liability Company: DELAWARE
Avant Partners, Inc.		12/31/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Regis Corp.		
Street Address:	7201 Metro Boulevard		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55439		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1394491	MASTERCUTS	
Registration Number:	2759885	M/C MASTERCUTS	
Registration Number:	1918555	BEAUTY BAR	
Registration Number:	1692236	BEAUTY UNLTD.	
Registration Number:	2436343	CARLTON HAIR INTERNATIONAL	
Registration Number:	3966440	CARLTON HAIR	
Registration Number:	3530892	HAIR PLUS	
Registration Number:	3650514	HAIR EXCITEMENT	
Registration Number:	1698185	HAIR BY STEWARTS	
Registration Number:	3173924	HAIR BY STEWARTS	
Registration Number:	2464369	IMAGES SALON	
Registration Number:	2595679	MIA & MAXX HAIR STUDIO	
Registration Number:	1910593	OUTLOOKS FOR HAIR	
Registration Number:	2312415	PROGRESSIONS	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$365.00 1394491

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-951-7169
Email: catherine.murray@ropesgray.com
Correspondent Name: Catherine Murray
Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET
Address Line 2: Ropes & Gray LLP
Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	113419-0002-001
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NAME OF SUBMITTER:	Catherine Murray
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SIGNATURE:	/cmurray/
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DATE SIGNED:	01/02/2020
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Total Attachments: 12

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**TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT
(UNITED STATES)**

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into effective as of December 31, 2019 (the "Effective Date") by and between TBG IP Holder, LLC, a Delaware limited liability company ("TBG IP Holder") and Avant Partners, Inc., in its sole and limited capacity as assignee for the benefit of creditors of TBG IP Holder ("ABC Assignee" and collectively with TBG IP Holder, "Assignor") and Regis Corp., a Minnesota corporation ("Regis Assignee"). Assignor and Regis Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor owns all rights, title, and interests, in and to the trademarks identified in the attached Schedule A, together with any and all trademark registrations and applications therefor and common law rights of Assignor in the trademarks that are the subject of such registrations and applications (the "Marks");

WHEREAS, Assignor also owns the Internet domain names identified in the attached Schedule A (the "Domain Names") and is the registrant of record for the Domain Names;

WHEREAS, pursuant to that certain Portfolio Transfer Agreement (United States) dated as of December 30, 2019 (as amended, restated, supplemented, or otherwise modified from time to time), by and among Assignor, Regis Assignee, and the other parties thereto, Assignor agreed to transfer the Marks to Regis Assignee; and

WHEREAS, Regis Assignee desires to acquire from Assignor, and Assignor wishes to transfer to Regis Assignee, all rights, title, and interests, in and to the Marks, the trademark goodwill associated with such Marks, and all registrations and applications for registration thereof, and the Parties wish to record such acquisition.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby assign, transfer, set over, and deliver to Regis Assignee all of the Assignor's rights, title, and interests, in and to:
 - (a) the Marks, including without limitation all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
 - (b) the trademark goodwill of the business symbolized by such Marks;
 - (c) the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Marks;

- (d) the entire rights, title, and interests, in and to all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the above Marks; and
 - (e) all prosecution history files for such trademark registrations and applications for trademark registration in the possession of Assignor, as well as records, prototypes, specimens, and materials contained in such files.
2. Assignor hereby assigns to Regis Assignee all of Assignor's rights, title, and interests in and to the Domain Names, all other corresponding rights that are or may hereafter be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction, now or hereafter in effect, all goodwill associated with the Domain Names and all content appearing as of the date hereof on the websites operated under the Domain Names (the Domain Names, all goodwill associated therewith and all content thereon, subject to any applicable licenses for such content, shall hereinafter collectively be referred to as the "Websites"), together with all rights to income, royalties and license fees deriving from the Websites, all claims for damages by reason of past, present and future infringements or unauthorized uses of any of the Websites and the right to sue for and collect such damages as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Regis Assignee and its successors, assigns and other legal representatives.
 3. Assignor hereby authorizes and requests the competent authorities to record this Agreement and to grant and issue any and all registrations of the Marks throughout the world to Regis Assignee, its successors, or assigns, whose rights, title, and interests in and to such registrations are the same as would have been held and enjoyed by Assignor had this Agreement not been made.
 4. Assignor further agrees to execute and have executed all documents, instruments and papers and to perform all acts as deemed reasonably necessary by Regis Assignee to perfect in Regis Assignee the foregoing rights, title and interests, including executing further consistent assurances, confirmations, assignments, transfers and releases (including without limitation effectuating the transfer of the Domain Names with the registrar of the Domain Names by electronic confirmation or as otherwise required by such registrar, and promptly delivering copies of the completed registrar transfer confirmations to Regis Assignee), and providing good faith testimony by affidavit, declaration, deposition or other means. Assignor will not oppose or otherwise impede any effort by Regis Assignee to enforce or procure registration for the Marks before any administrative, government or other tribunal. Assignor and its directors, officers and employees shall provide all assistance reasonably requested by Regis Assignee necessary to document and confirm Assignor's assignment of the Websites to Regis Assignee.
 5. This Agreement will be binding upon the Parties and their successors and assigns.
 6. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same

instrument. This Agreement may be executed by facsimile or .pdf signature, and a facsimile or .pdf signature will constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives:


For TBG IP Holder, LLC

By: 


Name: Michael Reinstein

Title: Authorized Signatory

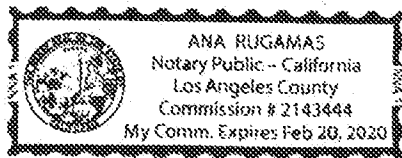
STATE OF California)
) ss.
COUNTY OF Los Angeles)

On this 30 day of December, 2019, before me, the undersigned notary public, personally appeared Michael Reinstein, proved to me on the basis of satisfactory evidence, which was his passport , to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by their signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



(seal)



[Signature Page to Trademark Assignment Agreement (United States)]

AVANT PARTNERS, INC., in its sole and limited capacity as assignee for the benefit of creditors of TBG IP Holder, LLC

By: [Signature]

Name: Reg Kim

Title: President

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me on the basis of satisfactory evidence, which was _____, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by their signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

(seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

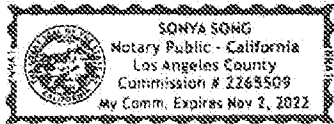
On 12-30-19 before me, SONYA SONG, A NOTARY PUBLIC, Here Insert Name and Title of the Officer

personally appeared Roy Kim Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sonya Song Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark and Domain Document Date: Dec 24, 2019

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

Signer's Name:

- Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

Acknowledged and Accepted:

For Regis Corp.

By: [Signature]

Name: Kersten Zupfer

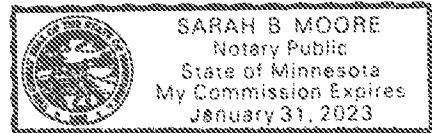
Title: EVP, CFO

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 31 day of December, 2019, before me, the undersigned notary public, personally appeared Kersten Zupfer, proved to me on the basis of satisfactory evidence, which was the person is to me personally known, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by their signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[Signature: Sarah B Moore]



(seal)

[Signature Page to Trademark Assignment Agreement (United States)]

SCHEDULE A

I. Mastercuts.

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
MASTERCUTS	U.S.	42	1,394,491	May 20, 1986
M/C MASTERCUTS	U.S.	3	2,759,885	September 2, 2003

2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Assignor currently owns no registered logo(s).

C. Internet Domain Names

1. mastercut.com
2. mastercuts.asia
3. mastercuts.com
4. mastercuts.com.hk
5. mastercuts.com.mx
6. mastercuts.com.tw
7. mastercuts.eu
8. mastercuts.jp
9. mastercuts.mobi
10. mastercuts.tw
11. mastercuts.xxx
12. mastercutssurvey.com
13. mastercuts-uk.com

II. Beauty Bar

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
BEAUTY BAR	U.S.	42	1,918,555	September 12, 1995

2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Assignor currently owns no registered logo(s).

C. Internet Domain Name

1. beautybar.biz

III. Beauty Unlimited

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
BEAUTY UNLTD.	U.S.	42	1,692,236	June 9, 1992

2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Assignor currently owns no registered logo(s).

C. Internet Domain Name(s)

1. Assignor currently owns no internet domain name(s).

IV. Carlton

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
CARLTON HAIR INTERNATIONAL	U.S.	42	2,436,343	March 20, 2001
CARLTON HAIR	U.S.	44	3,966,440	May 24, 2011

2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Assignor currently owns no registered logo(s).

C. Internet Domain Names

1. carltonhairinternational.com
2. carltonhairintl.com

V. HairPlus

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
HAIR PLUS	U.S.	44	3,530,892	November 11, 2008

HAIR PLUS	U.S. (Florida)	SM- 003531	928,218	November 19, 1982
HAIR PLUS	U.S. (Virginia)	44	N/A	February 6, 2008
HAIR PLUS	U.S. (North Carolina)	44	4747	November 18, 1982

2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Assignor currently owns no registered logo(s).

C. Internet Domain Name(s)

1. Assignor currently owns no internet domain name(s)

VI. Hair Excitement

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
HAIR EXCITEMENT	U.S.	44	3,650,514	July 7, 2009

2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Assignor currently owns no registered logo(s).

C. Internet Domain Name

1. hairexcitement.com

VII. Hair by Stewarts

A. Trademark(s)

1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
HAIR BY STEWARTS AND DESIGN	U.S.	42	1,698,185	June 30, 1992
HAIR BY STEWARTS	U.S.	44	3,173,924	November 21, 2006

2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks.

B. Registered Logo(s)

1. Assignor currently owns no registered logo(s).

- C. Internet Domain Names
 - 1. hairbystewarts.com
 - 2. hairbystewarts.xxx

VIII. Hennessey

- A. Trademark(s)
 - 1. Registered Trademarks: Assignor currently owns no registered trademarks in the U.S.
 - 2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks in the U.S.
- B. Registered Logo(s)
 - 1. Assignor currently owns no registered logo(s).
- C. Internet Domain Name
 - 1. hennesseysalonspa.com

IX. Images

- A. Trademark(s)
 - 1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
IMAGES SALON	U.S.	42	2,464,369	June 26, 2001

- 2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks

- B. Registered Logo(s)
 - 1. Assignor currently owns no registered logo(s).
- C. Internet Domain Name(s)
 - 1. Assignor currently owns no internet domain name(s)

X. Mia & Maxx

- A. Trademark(s)
 - 1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
MIA & MAXX HAIR STUDIO	U.S.	42	2,595,679	July 16, 2002

- 2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks.

- B. Registered Logo(s)
 - 1. Assignor currently owns no registered logo(s).

- C. Internet Domain Names
 - 1. miaandmax.com
 - 2. miaandmaxx.com
 - 3. miamaxx.com
 - 4. mia-maxx.com
 - 5. mia-maxx.mobi
 - 6. miamaxxhairstudio.com

XI. Outlooks for Hair

- A. Trademark(s)
 - 1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
OUTLOOKS FOR HAIR	U.S.	42	1,910,593	August 8, 1995

- 2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks.

- B. Registered Logo(s)
 - 1. Assignor currently owns no registered logo(s).
- C. Internet Domain Name
 - 1. outlooksforhair.com

XII. Progressions

- A. Trademark(s)
 - 1. Registered Trademarks

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
PROGRESSIONS	U.S.	42	2,312,415	January 25, 2000

- 2. Unregistered Trademarks: Assignor currently owns no unregistered trademarks.

- B. Registered Logo(s)
 - 1. Assignor currently owns no registered logo(s).
- C. Internet Domain Names
 - 1. progressionssalonspa.com

XIII. Other U.S. Only Unregistered Trademarks

- A. MICHAEL OF THE CARLYLE
- B. TWIN SCISSORS
- C. MITCHELL'S HAIRSTYLING
- D. CAPELLI SALON