

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568383

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LP Retail Group LLC		01/06/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LPRG-IP, LLC		
<b>Street Address:</b>	20 Acosta Street		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4828841	S B SPRUCE & BOND	
<b>Registration Number:</b>	4789235	S B SPRUCE & BOND	
<b>Registration Number:</b>	2561773	COMPLETELY BARE	
<b>Registration Number:</b>	4563667	BROWLAB	
<b>Registration Number:</b>	5026274	SB SPRUCE & BOND	
<b>Registration Number:</b>	5121382	HUDSON BLVD GROUP.	
<b>Registration Number:</b>	5536808	PEEL LAB	
<b>Registration Number:</b>	4754566	DD	
<b>Registration Number:</b>	4344094	DREAMDRY	
<b>Registration Number:</b>	4905386	DREAMDRY	
<b>Registration Number:</b>	4667984	DREAMDRY	
<b>Registration Number:</b>	4905387	DREAMDRY	
<b>Registration Number:</b>	4671810	DREAMDRY	
<b>Registration Number:</b>	5238978	DREAMDRY	
<b>Registration Number:</b>	4747964	DREAMDRY THE DREAM DRYER	
<b>Registration Number:</b>	4344237	MAKE EVERY DAY GLAMOROUS	
<b>Registration Number:</b>	4747965	THE DREAM DRYER	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$440.00 4828841

**Fax Number:** 2039056747

***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:** 2035574224

**Email:** annam@fiplawgroup.com

**Correspondent Name:** Jessica S. Rutherford

**Address Line 1:** Suite 302

**Address Line 2:** 1221 Post Road East

**Address Line 4:** Westport, CONNECTICUT 06880

<b>NAME OF SUBMITTER:</b>	Jessica S. Rutherford
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<b>SIGNATURE:</b>	/jsr/
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<b>DATE SIGNED:</b>	03/23/2020
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**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made this 6th day of January, 2020 (the "Effective Date"), by and between LP Retail Group LLC, a Delaware limited liability company, with its principal place of business located at 540 Madison Avenue, 7th Floor, New York, New York 10022 ("Assignor"), and LPRG-IP, LLC, a Delaware limited liability company, with its principal place of business located at 20 Acosta Street, Stamford, Connecticut 06902 ("Assignee") (each, a "Party", and collectively, the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered in the United States Patent and Trademark Office and all goodwill associated therewith throughout the world listed on Schedule A attached hereto and incorporated herein by this reference (the "Marks"); and

WHEREAS, Assignor desires to sell, transfer, assign and set over unto Assignee, and Assignee desires to accept, all rights, title and interest in and to the Marks as specified in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

(1) Assignor hereby sells, transfers, assigns and sets over to Assignee, Assignor's entire right, title and interest (for all countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Assignee shall have the sole right to sue and recover for and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, dilution, damage, injury or other unauthorized use of the Marks or the registrations thereof or such associated goodwill.

(2) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

(3) Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain protection on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the

necessary to give full effect to and to perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this Assignment, transfer and sale as may be necessary or desirable.

(4) Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

(5) Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(6) Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

(7) Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

(8) If any portion of this Assignment is found to be contrary to law or ineffective, the remainder of this Assignment shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of all Assignor's Mark to Assignee.

*[Signature page immediately follows]*

IN WITNESS WHEREOF, the parties to this Assignment, intending to be legally bound, have caused this Assignment to be duly executed as of the Effective Date.

**ASSIGNOR:**

**LP RETAIL GROUP LLC**

By: Airport Gateway West II LLC, its managing member

By: 

Name: David Steinberg

Title: Authorized Signatory

Date: January \_\_, 2020

**AGREED AND ACCEPTED BY:**

**ASSIGNEE:**

**LPRG-IP, LLC**

By: 

Name: David Steinberg

Title: President

Date: January \_\_, 2020

*[Signature Page to Trademark Assignment]*

**SCHEDULE A**

Case #	Mark	Class	Description	Filing Date Serial #	Reg. Date Reg. #	ROA Due SOU Due	\$ 8 Due Renewal Due
SB-01	SPRUCE & BOND plus Design	003		12/1/2014 86/467,998	10/6/2015 4,828,841	ROA: SOU:	Registered 10/6/2021 10/6/2021 10/6/2025
SB-02	SPRUCE & BOND plus Design	044		12/1/2014 86/467,958	8/11/2015 4,789,235	ROA: SOU:	Registered 8/11/2021 8/11/2021 8/11/2025
SB-08	COMPLETELY BARE	042		7/19/2001 76/287,148	4/16/2002 2,561,773	ROA: SOU:	Registered 4/16/2008 4/16/2008 4/16/2012
SB-12	browlab	044	Beauty salon services, namely, eyebrow shaping and eyebrow tinting services	11/21/2013 86/125,652	7/8/2014 4,563,667	ROA: SOU:	Registered 7/8/2020 7/8/2020 7/8/2024
SB-13	SPRUCE & BOND plus Design	035		1/8/2016 86/869,811	8/23/2016 5,026,274	ROA: SOU:	Registered 8/23/2022 8/23/2022 8/23/2026
HB-01	HUDSON BLVD GROUP, plus Design [Moved to Supplemental: 12/23/2016]	035	Branding services, namely, consulting, development, management and marketing of brands for businesses and/or individuals	2/4/2016 86/897,271	1/10/2017 5,121,382	ROA: SOU:	Registered 1/10/2023 1/10/2023 1/10/2027
HB-02	peel LAB	003 044	Skin and facial care products Salon services	5/12/2017 87/448,316	8/7/2018 5536808	ROA: SOU:	Registered 8/7/2024 8/7/2024 8/7/2028

<b>DRD-02</b>	<b>DD (Stylized)</b>	044	hair salon services; hair styling; providing information in the field of hair styling	6/12/2014 86/307,700	6/16/2015 4,754,566	<b>ROA:</b> _____ <b>SOU:</b> _____	Registered 6/16/2021 6/16/2021 6/16/2025
<b>DRD-04</b>	<b>DreamDry</b>	044	Hair salon services; Hair styling; Providing information in the field of hair styling	6/20/2012 85/656,925	5/28/2013 4,344,094	<b>ROA:</b> _____ <b>SOU:</b> _____	Registered 5/28/2019 5/28/2019 5/28/2023
<b>DRD-06</b>	<b>DreamDry</b>	008	Electric hair straightening irons; Electric hair curling irons; Non-electric hair curling irons; Electric hand-held hair styling irons; Electric hair trimmers; Electric hair crimper; hair clippers; hair cutting scissors	6/28/2012 85/663,623	2/23/2016 4,905,386	<b>ROA:</b> _____ <b>SOU:</b> _____	Registered 2/23/2022 2/23/2022 2/23/2026
<b>DRD-07</b>	<b>DreamDry</b>	011	Hair dryers	6/28/2012 85/663,625	1/6/2015 4,667,984	<b>ROA:</b> _____ <b>SOU:</b> _____	Registered 1/6/2021 1/6/2021 1/6/2025
<b>DRD-08</b>	<b>DreamDry</b>	025	Clothing, namely, t-shirts, tank tops, sweatshirts, sweatpants, pajamas, shorts, bathrobes, headbands; shower caps	6/28/2012 85/663,627	2/23/2016 4,905,387	<b>ROA:</b> _____ <b>SOU:</b> _____	Registered 2/23/2022 2/23/2022 2/23/2026
<b>DRD-09</b>	<b>DreamDry</b>	035	Retail store services featuring hair care products, jewelry, clothing and scented candles	6/26/2014 86/321,695	6/13/2015 4,671,810	<b>ROA:</b> _____ <b>SOU:</b> _____	Registered 6/14/2021 6/14/2021 6/13/2025

<b>DRD-10</b>	<b>DREAMDRY</b>	024	Towels, namely: towels which wrap and secure around the head and assist in drying	10/16/2014 86/425,963	7/11/2017 5,238,978	<b>ROA:</b> _____ <b>SOU:</b> _____	Registered 7/11/2023 7/11/2023 7/11/2027
<b>DRD-11</b>	<b>DREAMDRY THE DREAM DRYER</b>	011	Hand-held electric hair dryers	10/16/2014 86/425,955	6/2/2015 4,747,964	<b>ROA:</b> _____ <b>SOU:</b> _____	Registered 6/2/2021 6/2/2021 6/2/2025
<b>DRD-12</b>	<b>MAKE EVERY DAY GLAMOROUS</b>	044	Hair salon services; Hair styling; Providing information in the field of hair styling	8/8/2012 85/698,484	5/28/2013 4,344,237	<b>ROA:</b> _____ <b>SOU:</b> _____	Registered 5/28/2019 5/28/2019 5/28/2023
<b>DRD-13</b>	<b>THE DREAM DRYER</b>	011	Hand-held electric hair dryers	10/16/2014 86/425,959	6/2/2015 4,747,965	<b>ROA:</b> _____ <b>SOU:</b> _____	Registered 6/2/2021 6/2/2021 6/2/2025