

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569265

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/01/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Salons Beauty Canada Inc.		02/01/2014	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Beauty Express Stores, Inc.
Street Address:	3762 14th Avenue
Internal Address:	Suite 200
City:	Markham, Ontario
State/Country:	MASSACHUSETTS
Postal Code:	L3R 0G7
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2268609	BEAUTYFIRST

CORRESPONDENCE DATA

Fax Number: 7172577580

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: 617-912-0969

Email: IPGroupMailbox@saul.com

Correspondent Name: Brian R. Landry, SAUL EWING ARNSTEIN & LEHR LLP

Address Line 1: CENTRE SQUARE WEST

Address Line 2: 1500 MARKET STREET, 38TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19102-2186

ATTORNEY DOCKET NUMBER: 373983-00002

DOMESTIC REPRESENTATIVE

Name: Saul Ewing Arnstein & Lehr LLP

Address Line 1: Centre Square West

Address Line 2: 1500 Market Street, 38th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19102-2186

OP \$40.00 2268609

NAME OF SUBMITTER:	Brian R. Landry
SIGNATURE:	/Brian R. Landry/
DATE SIGNED:	03/27/2020
Total Attachments: 2 source=373983-00002-Trademark_Assignment_Premier_Salons_Beauty_Canada_to_Beauty_Express_Stores#page1.tif source=373983-00002-Trademark_Assignment_Premier_Salons_Beauty_Canada_to_Beauty_Express_Stores#page2.tif	

ASSIGNMENT

This ASSIGNMENT (the "Assignment"), effective *nunc pro tunc* as of the 1st day of February, 2014 (the "Effective Date") by and between Premier Salons Beauty Canada, Inc., a Delaware corporation, with a principal address of 3762 14th Avenue, Suite 200, Markham, Ontario L3R 0G7, Canada, hereinafter referred to as "Assignor," and

Beauty Express Stores, Inc., a Delaware corporation, with a principal address of 3762 14th Avenue, Suite 200, Markham, Ontario L3R 0G7, Canada, hereinafter referred to as "Assignee".

WHEREAS, Assignor owned the BEAUTYFIRST mark (the "Mark") and corresponding registration identified in Trademark Registration No. 2,268,609 as of the Effective Date;

WHEREAS, the parties previously executed a Trademarks and Leases Assignment Agreement including the Mark on the Effective Date;

WHEREAS, the Trademarks and Leases Assignment Agreement did not explicitly assign the goodwill of the business symbolized by the Mark;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark throughout the world, together with the goodwill of the business symbolized by the Mark from Assignor;

WHEREAS, the parties wish to acknowledge this Assignment and make it of record in the United States Patent and Trademark Office, and elsewhere;

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby sells, assigns transfers, delivers and sets over to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Mark, including any and all common law and statutory rights therein and thereto, throughout the world together with all of the goodwill of the business symbolized by the Mark, including without limitation, all trademark applications and registrations therefor. Assignor further sells, assigns, transfers, delivers and sets over to Assignee all the right to apply for registration of the Mark and to sue and recover damages and payments, and to collect all income, royalties, products, proceeds, payments, damages and/or profits due or payable to the Assignor with respect to the Mark, including without limitation for past, present and future infringement or dilution of, and all other causes of action relating to, the Mark, and all other rights in, to and under the Mark for Assignee's own use and enjoyment (and for the use and enjoyment of Assignee's successors, heirs, assigns, and other legal representatives) to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this Assignment.

2. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver any such other written instruments of sale, transfer, conveyance, recordal, assignment and confirmation, and take any such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable, in order to more

effectively evidence, record, transfer, convey and assign to Assignee, and to confirm Assignee's title to, the Mark and any and all trademark applications and registrations therefor, and to assist Assignee in exercising all rights with respect thereto (including filing applications for registration thereof) and to maintain, protect and enforce its rights in and to the Mark.

3. This Assignment is irrevocable and shall be effective as of the Effective Date. This Assignment shall be binding upon the parties, their successors, heirs, assigns, legal representatives and all others acting by, through, with or under their direction, and all those in privity therewith.

4. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and/or any other appropriate U.S. or foreign governmental agencies to, record Assignee as the assignee and owner of the Mark, and to deliver to Assignee, and to Assignee's attorneys, agents, representatives and its successors, heirs and assigns, all official documents and communications as may be warranted by this Agreement.

5. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

6. This Assignment constitutes the entire agreement of Assignor and Assignee with respect to the Mark, and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to the Mark assigned hereby.

7. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any portion of this Assignment is declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Assignment, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives.

Premier Salons Beauty Canada, Inc.

By: Brian Ruszki
Its: President