

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593521

<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>
TRANSPARENT BLONDE LLC		08/22/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JOTALY INC.		
<b>Street Address:</b>	66 W 38th Street		
<b>Internal Address:</b>	#24F		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5439560		
<b>Registration Number:</b>	5388106		
<b>Registration Number:</b>	5376817	HOPECIRCLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325360		
<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>			
<b>Phone:</b>	215-569-5360		
<b>Email:</b>	mhomyk@blankrome.com		
<b>Correspondent Name:</b>	Matthew A. Homyk		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	Blank Rome LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	149811-00101		
<b>NAME OF SUBMITTER:</b>	Matthew A. Homyk		
<b>SIGNATURE:</b>	/matthew homyk/		
<b>DATE SIGNED:</b>	08/22/2020		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of the date of the last signature below by and between **TRANSPARENT BLONDE LLC**, a Delaware limited liability company ("Assignor"), and **JOTALY INC.**, a New York corporation ("Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties."

- A. Assignor has adopted and used the trademarks identified on Schedule A attached hereto, for which Assignor owns federal applications and registrations in the United States Patent and Trademark office and other trademark offices around the world (the "Trademarks");
- B. Assignee desires to acquire Assignor's entire right, title, and interest in and to the Trademarks, together with the associated goodwill;
- C. The parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademarks and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and other foreign trademark offices; and
- D. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title, and interest in and to the Trademarks.

In consideration of the mutual covenants and agreements set forth below, payment of One Thousand U.S. Dollars (\$1,000) from Assignee to Assignor, reimbursement by Assignee for the legal fees associated with this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereto agree as follows.

1. Assignment. Assignor hereby irrevocably and unconditionally conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks, and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States and any other jurisdiction. Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
2. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademarks and to issue all registrations for the Trademarks in the name of Assignee. Assignor shall, at Assignee's reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
3. General. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment may be executed in facsimile or other electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.


[Signature Page Follows]


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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, as of the date first written above.

TRANSPARENT BLONDE LLC













JOTALY INC.











  
Name: Lisa Sheppard  
Title: CEO/Founder  
Date: 8/20/2020





  
Name: Owen Arricant  
Title: President  
Date: 8/22/2020

**SCHEDULE A**

**Trademark Rights**

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Reg. Date App. Date</b>
	Argentina	Transparent Blonde LLC	2,966,966	11/23/2018
	Argentina	Transparent Blonde LLC	2,966,965	11/23/2018
HOPECIRCLE	Argentina	Transparent Blonde LLC	2,966,967	11/23/2018
HOPECIRCLE	Argentina	Transparent Blonde LLC	2,966,968	11/23/2018
HOPECIRCLE	Australia	Transparent Blonde LLC	1,853,302	6/21/2017
	Brazil	Transparent Blonde LLC	(912,912,685)	(6/21/2017)
	Brazil	Transparent Blonde LLC	(912,912,952)	(6/21/2017)
HOPECIRCLE	Brazil	Transparent Blonde LLC	(912,922,737)	(6/21/2017)
	Canada	Transparent Blonde LLC	TMA1025987	6/17/2019
HOPECIRCLE	Canada	Transparent Blonde LLC	TMA1026405	6/17/2019
	China	Transparent Blonde LLC	(25,006,237)	(6/27/2017)
	China	Transparent Blonde LLC	(25,006,238)	(6/27/2017)
	China	Transparent Blonde LLC	(25,006,236)	(6/27/2017)
	China	Transparent Blonde LLC	25,006,239	11/7/2018
	China	Transparent Blonde LLC	(25,006,241)	(6/27/2017)
	China	Transparent Blonde LLC	25,006,235	11/7/2018
	China	Transparent Blonde LLC	25,006,240	11/7/2018
HOPECIRCLE	China	Transparent Blonde LLC	25,032,450	7/28/2018
HOPECIRCLE	China	Transparent Blonde LLC	25,032,445	7/28/2018
HOPECIRCLE	China	Transparent Blonde LLC	25,032,446	7/28/2018
HOPECIRCLE	China	Transparent Blonde LLC	25,032,451	7/28/2018
HOPECIRCLE	China	Transparent Blonde LLC	25,032,444	7/28/2018

Trademark	Country	Owner	Registration No. (Application No.)	Reg. Date App. Date
HOPECIRCLE	China	Transparent Blonde LLC	25,032,449	7/28/2018
HOPECIRCLE	China	Transparent Blonde LLC	25,032,448	7/28/2018
HOPECIRCLE	China	Transparent Blonde LLC	25,032,447	7/28/2018
	European Union	Transparent Blonde LLC	116,904,112	10/3/2018
HOPECIRCLE	European Union	Transparent Blonde LLC	(16,904,138)	(6/21/2017)
	Hong Kong	Transparent Blonde LLC	304,695,210	10/10/2018
HOPECIRCLE	Hong Kong	Transparent Blonde LLC	304,180,086	6/21/2017
	India	Transparent Blonde LLC	3,575,730	6/14/2018
	India	Transparent Blonde LLC	3,575,731	6/14/2018
HOPECIRCLE	India	Transparent Blonde LLC	3,575,711	6/21/2017
HOPECIRCLE	India	Transparent Blonde LLC	3,575,712	6/21/2017
	Japan	Transparent Blonde LLC	6,008,730	1/5/2018
HOPECIRCLE	Japan	Transparent Blonde LLC	6,006,910	12/22/2017
	Mexico	Transparent Blonde LLC	1,804,579	6/21/2017
	Mexico	Transparent Blonde LLC	1,797,487	9/13/2017
HOPECIRCLE	Mexico	Transparent Blonde LLC	1,804,681	6/29/2017
HOPECIRCLE	Mexico	Transparent Blonde LLC	1,816,170	10/30/2017
HOPECIRCLE	South Korea	Transparent Blonde LLC	40-1364408	6/1/2018
	Russia	Transparent Blonde LLC	671,879	9/20/2018
	Russia	Transparent Blonde LLC	651,435	4/10/2018
HOPECIRCLE	Russia	Transparent Blonde LLC	651,437	4/10/2018
HOPECIRCLE	Russia	Transparent Blonde LLC	651,438	4/10/2018
	Switzerland	Transparent Blonde LLC	710,684	6/21/2017
HOPECIRCLE	Switzerland	Transparent Blonde LLC	709,724	6/21/2017

Trademark	Country	Owner	Registration No. (Application No.)	Reg. Date App. Date
	Turkey	Transparent Blonde LLC	2017/57367	11/2/2017
HOPECIRCLE	Turkey	Transparent Blonde LLC	2017/57365	6/29/2018
	USA	Transparent Blonde LLC	5,439,560	4/3/2018
	USA	Transparent Blonde LLC	5,388,106	1/23/2018
HOPECIRCLE	USA	Transparent Blonde LLC	5,376,817	1/9/2018
	USA	Transparent Blonde LLC	90/063,126	7/20/2020
OPEN CIRCLE	USA	Transparent Blonde LLC	90/063,133	7/20/2020