

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593876

<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>
MAESA LLC		08/14/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HAIRITAGE IP LLC		
<b>Street Address:</b>	225 Liberty Street, Suite 2301		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6035620	HAIRITAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9143817608		
<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>	(914) 381-7600		
<b>Email:</b>	slocke@dorflaw.com		
<b>Correspondent Name:</b>	Scott Locke		
<b>Address Line 1:</b>	The International Coporate Center		
<b>Address Line 2:</b>	555 Theodore Fremd Avenue		
<b>Address Line 4:</b>	Rye, NEW YORK 10580		
<b>NAME OF SUBMITTER:</b>	Scott D. Locke		
<b>SIGNATURE:</b>	/Scott D. Locke/		
<b>DATE SIGNED:</b>	08/25/2020		
<b>Total Attachments: 3</b>			
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source=Hairitage Trademark Assignment Agreement (Fully executed)#page3.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of August 14, 2020 (“**Effective Date**”), is entered into by and between MAESA LLC, a California limited liability company, located at 225 Liberty Street, Suite 2301, New York, NY 10281 (“**Assignor**”), and HAIRITAGE IP LLC, a New York limited liability company, located at 225 Liberty Street, Suite 2301, New York, NY 10281 (“**Assignee**”).

**WHEREAS**, subject to the terms and conditions set forth herein, Assignor hereby agrees to convey, transfer, and assign to Assignee the Trademark (as defined below), as provided in that certain Operating Agreement (as defined below) by and between the Assignor, Behind the Braids LLC and Third Act Ventures LLC, dated on or about the date hereof and relating to Assignee.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby agrees to irrevocably convey, transfer, and assign to Assignee, and Assignee hereby agrees to accept, all of Assignor's right, title, and interest in and to the following:

(a) the trademark and registration set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof, and any common law rights thereto (the “**Trademark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.

2. Consideration. In exchange for the assignment of the Trademark herein, as provided in Section 3.01 of the Operating Agreement (defined below), Assignor will receive interest in the Assignee as provided in that certain operating agreement by and between the Assignor, Behind the Braids LLC and Third Act Ventures LLC, dated on or about the date hereof and relating to the Assignee (the “**Operating Agreement**”).

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement. Following the Effective Date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, or dispute based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first above written.

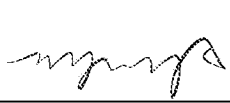
MAESA LLC

By:  \_\_\_\_\_

Name: Julien Saada

Title: CEO

HAIRITAGE IP LLC

By:  \_\_\_\_\_

Name: Mindy McKnight

Title: CEO

**SCHEDULE 1**

**Trademark**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Reg. Number</b>	<b>Filing Date</b>	<b>Int'l Class</b>
Hairitage	US	1(a) registration	6,035,620	September 5, 2018	3