

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598414

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900566319		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jeni Nguyen		08/17/2020	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walden-Hays, Inc.		
<b>Street Address:</b>	PO Box 1071		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10276		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87851789	LOVE YOUR BROWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	camillef@benefitcosmetics.com		
<b>Correspondent Name:</b>	Camille Friedlander		
<b>Address Line 1:</b>	225 Bush St., FL 20		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>NAME OF SUBMITTER:</b>	Camille Friedlander		
<b>SIGNATURE:</b>	/Camille Friedlander/		
<b>DATE SIGNED:</b>	09/18/2020		
<b>Total Attachments: 4</b>			
source=2020-08-17 Jeni Nguyen - LOVE YOUR BROWS - Trademark Assignment Agreement and Exhibit A - Fully Executed#page1.tif			
source=2020-08-17 Jeni Nguyen - LOVE YOUR BROWS - Trademark Assignment Agreement and Exhibit A - Fully Executed#page2.tif			
source=2020-08-17 Jeni Nguyen - LOVE YOUR BROWS - Trademark Assignment Agreement and Exhibit A - Fully Executed#page3.tif			
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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is by and Jeni Nguyen, DBA Queen Brow Bar, (the "Assignor") located at 43473 Boscell Road, Fremont, CA 94538 and Walden-Hays, Inc., with an address of PO Box 1071, New York, NY 10276 ("Assignee"). The effective date of this Agreement is 8/17/2020.

WHEREAS, Assignor is the exclusive and sole owner of the trademark LOVE YOUR BROWS in the United States, including, US Trademark Registration No. 5,606,196 (the "Trademark"); and

WHEREAS, Assignee wishes to purchase from Assignor and Assignor wishes to sell and assign to Assignee all right, title and interest to the Trademark.

NOW THEREFORE, in light of the foregoing, and the mutual consideration provided for herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

(1) In consideration for the rights granted and undertakings provided hereunder, within one (1) business day of receiving a fully executed copy of this agreement, Assignee will deliver to Assignor the total sum of \$10,000 (USD) (ten-thousand dollars USD) via wire transfer in said amount to Chase bank, Routing # 322271627, Account # 921897109. Exhibit A shall not be filed with the United States Patent and Trademark Office until such funds are received by Assignor.

(2) Assignor agrees to assign to Assignee all right, title and interest in and to the Trademark, including, without limitation, any and all goodwill associated therewith and the right to sue for past and present infringements of the Trademark. Assignor further agrees to execute the Trademark Assignment Agreement attached hereto as Exhibit A for recordation of the assignment with the United States Patent and Trademark Office and to cooperate as necessary (including signing all necessary documents) to effectuate the assignment of rights hereunder and the continued prosecution and maintenance of the Trademark. Assignor agrees to foregoing at no cost to Assignor.

(3) Assignor hereby represents and warrants that (i) the Trademark is owned by Assignor free and clear of any adverse claims, mortgages, liens, charges, pledges, security interests or encumbrances of any kind; (ii) Assignor is the sole and exclusive owner of the Trademark (including the goodwill associated therewith) and has the exclusive right and authority to enter into this Agreement and transfer ownership of the Trademark to Assignee; (iii) Assignor has not individually or collectively sold, assigned, transferred, conveyed, licensed or otherwise disposed of the Trademark in whole or in part or contracted with any third party with respect to the Trademark; (iv) the Trademark is or has been in recent use in interstate commerce and all rights in the Trademark, including, US Trademark Registration No. 5,606,196 are valid, effective,

subsisting and enforceable; and (v) the individual(s) executing the Agreement and the Assignment attached as Exhibit A are and have been duly authorized and empowered to do so. In addition, Assignor represents and warrants that no third party has challenged, has threatened to challenge, or to Assignor's knowledge has the right to challenge the validity of the Trademark or Assignor's ownership of the Trademark or Assignor's right to transfer ownership of the Trademark to Assignee.

(4) Assignor agrees to cooperate with and assist Assignee in obtaining, enforcing and defending its rights in the Trademark pursuant to this Agreement, including, without limitation, executing all documents necessary to document the purchase of the rights assigned by Assignor to Assignee hereunder and assisting in any legal or other action relating to the status, validity or enforceability of the Trademark at no cost to Assignor.

(5) Assignor agrees that it shall not ever adopt or use the Trademark or any additional mark or name that incorporates the word LOVE YOUR BROWS or any variant thereof, or otherwise is confusingly similar to the Trademark, or which tends to dilute its distinctiveness.

(6) Assignor shall not contest the validity of the Trademark and agree not to contest or object to the use or registration of the Trademark by Assignee, its successors and/or assigns.

(7) It is the belief of the parties that this Agreement does not contain any provisions contrary to law. However, if any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be severed from the Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the parties.

(8) Assignor agrees to keep strictly confidential the existence and terms of this Agreement and will not disclose such information except to the extent required by law or, in strict confidence, to Assignor's accountants and/or attorneys.

(9) This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior agreements or understandings, written or oral, between them relating to the Trademark. No other promises or agreements shall be binding upon the parties with respect to this subject matter unless contained in this Agreement or separately agreed to in writing and signed by an authorized representative of each of the parties. This Agreement may be executed in counterparts and facsimile copies of signatures shall be deemed original for all purposes. This document is admissible in any proceeding to interpret or enforce this Agreement.

(10) This Agreement shall in all respects be governed exclusively by the laws of the State of California without reference to conflict of laws principles.

(11) This Assignment may be executed in counterparts, which may be exchanged by facsimile or electronic means, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

Jeni Nguyen  
DBA Queen Brow Bar

WALDEN-HAYS, INC.

DocuSigned by:  
By: Jeni Nguyen  
Name: Jeni Nguyen  
Title: Owner

By: [Signature]  
Name: W. PARBROUGH  
Title: VICE PRESIDENT

# EXHIBIT A

## TRADEMARK ASSIGNMENT

WHEREAS, Jeni Nguyen, DBA Queen Brow Bar, 43473 Boscell Road, Fremont, CA 94538 (hereinafter "Assignor") is the record owner of the trademark LOVE YOUR BROWS for "Permanent makeup services; Semi-permanent makeup services" in International Class 44 (US Trademark Registration No. 5,606,196) ("Trademark"); and

WHEREAS Walden-Hays, Inc., a New York corporation, with its principal business of PO Box 1071, New York, NY 10276 (hereinafter "Assignee") is desirous of acquiring all right, title and interest in and to the said Trademark and the goodwill symbolized thereby.

NOW THEREFORE IT IS AGREED AS FOLLOWS

For good and valuable consideration, the receipt and sufficiency whereof is hereby mutually acknowledged, Assignor hereby sell, assign, transfer and convey unto said Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark, the goodwill symbolized thereby, and well as the right to sue for past and present infringements thereof.


This agreement is effective as of 8/17/20.

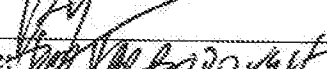
Assignor:

Assignee:

Jeni Nguyen  
DBA Queen Brow Bar

WALDEN-HAYS, INC.

By:   
Name: Jeni Nguyen  
Title: Owner

By:   
Name: Walden-Hays, Inc.  
Title: VICE PRESIDENT

Jeni Nguyen  
4449 Queensboro Way  
Union City CA 94587

TRADEMARK