

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beauty Visions LLC		02/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AS BEAUTY LLC		
Street Address:	42 West 39th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	77392213	EVERCOLOR	
Serial Number:	85695756	EVERCOLOR	
Serial Number:	85695798	FACE DEFENDER	
Serial Number:	76614566	LIGHT WAND	
Serial Number:	76624475	MALLY	
Serial Number:	78976915	MALLY	
Serial Number:	85262771	MALLY	
Serial Number:	85262785	MALLY BEAUTY	
Serial Number:	76624478	MALLY BEAUTY	
Serial Number:	77651360	MALLY PORELESS PERFECTION	
Serial Number:	77307796	PERFECT PREP	
Serial Number:	85692649	PRO-TRICKS	
Serial Number:	76612391	SHIMMER, SHAPE, & GLOW	
Serial Number:	88098086	CIRCLE OF LIGHT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$365.00 77392213

Phone: 2125001515
Email: pto@sillscummis.com
Correspondent Name: Stanley Seuradge
Address Line 1: 101 Park Avenue
Address Line 4: New York, NEW YORK 10178

NAME OF SUBMITTER:	Stanley Seuradge
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SIGNATURE:	/Stanley Seuradge/
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DATE SIGNED:	02/16/2021
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is executed and effective this February 16, 2021, by and between Beauty Visions LLC, a Delaware limited liability company, having offices at 875 Third Avenue, 7th Floor, New York, NY 10022 (the “Assignor”) and AS BEAUTY LLC, a Delaware limited liability company, having offices at 42 West 39th Street New York, N.Y., 10018 (the “Assignee”); each a “Party” and together, the “Parties”.

WITNESSETH:

WHEREAS, Assignor is the owner of all of the rights, titles and interests in and to the registered trademarks, service marks, applications therefor and trade names as set forth on Exhibit A attached hereto (the “Assigned Trademarks”);

WHEREAS, Assignor surrendered all of its rights and interest to the Assigned Trademarks to Rosenthal & Rosenthal, Inc. (“Rosenthal”), as secured party in possession, pursuant to that certain Surrender and Asset Sale Agreement, dated as of February 16, 2021, by and among Assignor, Rosenthal, and Assignee (“Sale Agreement”); and

WHEREAS, Assignee agrees to purchase, and Assignor agrees to assign and transfer, all the rights and interests to the Assigned Trademarks through a secured party sale conducted by Rosenthal pursuant to the terms of the Sale Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in the Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby agrees and affirms that, via and as a result of the secured party sale referenced above, assignor has contributed, granted, conveyed, transferred, assigned, and delivered to Assignee, its successors, and assigns, Assignor’s entire right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Assigned Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not been made.

2. Use of Assigned Trademarks. Assignor, as of the Effective Date, agrees to cease using the Assigned Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

3. Further Assurances. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and

take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest in the Assignee in any jurisdiction

4. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Assigned Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

5. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by all Parties.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

7. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

8. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

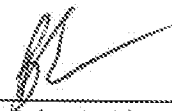
9. Authorization. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Assigned Trademarks.

[Signature Page Follows]

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

ASSIGNOR:

BEAUTY VISIONS LLC

By: 
Name: Brian Robinson
Title: President

ASSIGNEE:

AS BEAUTY LLC

By: _____
Name:
Title:

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

ASSIGNOR:

BEAUTY VISIONS LLC

By: _____

Name:

Title:

ASSIGNEE:

AS BEAUTY LLC

By:  _____

Name:

Title:

Joseph Sh...
owner

[Signature Page to Trademark Assignment]

Exhibit A

Assigned Trademarks

	Trademark	Serial/Reg. No.	Filing Date
<u>USA TRADEMARKS</u>			
1.	Evercolor	77392213	2/8/2008
2.	Evercolor	85695756	8/6/2012
3.	Face Defender	85695798	8/6/2012
4.	Light Wand	76614566	10/4/2004
5.	Mally	76624475	12/14/2004
6.	Mally	78976915	11/13/2002
7.	Mally	85262771	3/9/2011
8.	Mally Beauty	85262785	3/9/2011
9.	Mally Beauty	76624478	12/14/2004
10.	Mally Poreless Perfection	77651360	1/16/2009
11.	Perfect Prep	77307796	10/18/2007
12.	Pro-Tricks	85692649	8/1/2012
13.	Shimmer, Shape, & Glow	76612391	9/21/2004
14.	The Circle of Light	88098086	8/29/2018
<u>FOREIGN TRADEMARKS</u>			
	[OTHER]		
	<u>Mally Trademark</u>	<u>Serial/Reg. No.</u>	<u>Filing Date</u>