

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM627621

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONTRIBUTION OF INTANGIBLE ASSETS AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIG PLEDGECO, LLC		11/20/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BIG IP OPCO, LLC		
<b>Street Address:</b>	631 North 400 West		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84103		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4390279	LUXY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154391500		
<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>	maria.banda@kirkland.com		
<b>Correspondent Name:</b>	Maria Banda		
<b>Address Line 1:</b>	Kirkland & Ellis, LLP		
<b>Address Line 2:</b>	555 California Street, Suite 2700		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	45997-10		
<b>NAME OF SUBMITTER:</b>	Maria Banda		
<b>SIGNATURE:</b>	/Maria Banda/		
<b>DATE SIGNED:</b>	02/22/2021		
<b>Total Attachments: 11</b>			
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## CONTRIBUTION OF INTANGIBLE ASSETS AGREEMENT

This CONTRIBUTION OF INTANGIBLE ASSETS AGREEMENT (this “Agreement”) is entered into as of November 20, 2020 by and among BIG PledgeCo, LLC, a Delaware limited liability company (“PledgeCo”) and BIG IP OpCo, LLC, a Utah limited liability company (the “OpCo”).

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement, dated November 20, 2020 (the “Assignment Agreement”), by and between PledgeCo and Luxy Hair Co., a Nova Scotia corporation (“Luxy”), whereby Luxy transferred to PledgeCo the Assigned Intellectual Property (as defined therein) and the associated goodwill (“Intangible Assets”) for the reduction in capital of Luxy by an amount equal to the Purchase Price (as defined therein).

WHEREAS, on the terms and conditions set forth herein, PledgeCo desires to contribute all of the Intangible Assets to OpCo, and OpCo desires to receive such contribution.

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree, effective as of the date hereof, as follows:

1. Contribution. PledgeCo hereby agrees to contribute, and, on the date of this agreement, shall assign, all of the Intangible Assets (“Contribution”) and OpCo hereby shall receive such Contribution, to be effective as of the date hereof.

2. Additional Actions. Each of the parties hereto shall use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable law to carry out the purposes of this Agreement and give effect to the Contribution.

3. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights, benefits or obligations set forth herein may be assigned by any of the parties hereto.

4. Amendments and Waivers. Except as otherwise provided herein, no modification, amendment or waiver of any provision hereof shall be effective against any party hereto unless such modification, amendment or waiver is approved in writing by the party against whom such modification, agreement or waiver is to apply. The failure of any party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement.

5. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability in such jurisdiction, without invalidating the remainder of this Agreement in such jurisdiction or any provision hereof in any other jurisdiction.

6. Counterparts. This Agreement may be executed in multiple counterparts and delivered electronically.

7. Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

8. Governing Law. All issues concerning the enforceability, validity and binding effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.


\* \* \* \* \*

The parties have executed this Agreement as of the date first written above.

**BIG PLEDGECO, LLC**

By:   
Name: Steven Leistner  
Title: Secretary

**BIG IP OPCO, LLC**

By:   
Name: Steven Leistner  
Title: Secretary

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "**Agreement**") is dated November 20, 2020 (the "**Effective Date**") between Luxy Hair Co. (the "**Assignor**") and Big Pledgeco, LLC (the "**Assignee**").

### RECITALS

- (a) The Assignor is the legal and beneficial owner of certain intellectual property assets, whether registered or not, each as more particularly described in Schedule "A" hereto;
- (b) The Assignee is the sole shareholder of the Assignor; and
- (c) The Assignor wishes to transfer to the Assignee the Assigned Intellectual Property, effective as of the Effective Date, in exchange for the reduction in capital of the Assignor by an amount equal to the Purchase Price, upon the terms and conditions contained in this Agreement.

**IN CONSIDERATION OF THE ABOVE AND FOR OTHER GOOD AND VALUABLE CONSIDERATION**, the Parties agree as follows:

### Section 1 Defined Terms.

"**Assigned Intellectual Property**" has the meaning set out in Schedule "A" hereto.

"**Effective Date**" has the meaning set out in the preamble hereto.

"**Parties**" means the Assignor and Assignee.

"**Person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.

"**Purchase Price**" has the meaning set out in Section 3.

### Section 2 Transfer.

- (1) Subject to the terms and conditions of this Agreement, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, and the Assignee hereby purchases from the Assignor as of the Effective Date all of Assignor's right, title and interest in and to certain of the intellectual property assets of Assignor, namely the Assigned Intellectual Property, together with all associated goodwill, the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made.

### Section 3 Purchase Price.

- (1) The purchase price payable by the Assignee to the Assignor for the Assigned Intellectual Property and all associated goodwill is the aggregate sum of USD15,946,000 (the "**Purchase Price**").
- (2) The Purchase Price shall be satisfied by the Assignor reducing its capital by an amount equal to the Purchase Price.

#### **Section 4            Assignor's Representations and Warranties.**

The Assignor represents and warrants as follows to the Assignee at the date of this Agreement and acknowledges and confirms that the Assignee is relying upon such representations and warranties in connection with the purchase of the Assigned Intellectual Property:

- (a)    **Incorporation and Qualification.** The Assignor is a corporation incorporated and existing under the laws of the Province of Nova Scotia, and has the corporate power to enter into and perform its obligations under this Agreement;
- (b)    **Corporate Authority.** The execution and delivery of and performance by the Assignor of this Agreement and the transfer of the Assigned Intellectual Property by the Assignor to the Assignee have been authorized by all necessary corporate action on the part of the Assignor;
- (c)    **No Violation or Breach.** The execution and delivery of and performance by the Assignor of this Agreement:
  - (i)    does not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under any contracts or instruments to which the Assignor is a party or pursuant to which any of the Assignor's assets or property may be affected; and
  - (ii)    does not and will not result in the violation of any law;
- (d)    **Authorizations and Consents.** There is no requirement on the part of the Assignor to make any filing with or give any notice to any governmental entity or body, or obtain any order, permit, approval, waiver, license or similar authorization, in connection with the completion of the transactions contemplated by this Agreement;
- (e)    **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Assignor and constitutes a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (f)    **Title to the Assigned Intellectual Property.** The Assignor owns all right, title and interest in and to the Assigned Intellectual Property;
- (g)    **No Options, etc.** No Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase from the Assignor of any of the Assigned Intellectual Property;
- (h)    **No Action.** The Assignor is not aware of any action, suit or proceeding, at law or at equity, for or by any court or any federal, provincial, municipal or other governmental department, commission, board, agency or instrumentality which would prevent or materially adversely affect the transactions contemplated by this Agreement;

(i) **Intellectual Property.**

- (i) The Assignor is not a party to or bound by any contract, license, lease or instrument that limits or impairs its ability to use, sell, transfer, assign or convey, or that otherwise affects, any of the Assigned Intellectual Property;
- (ii) To the knowledge of the Assignor, the Assigned Intellectual Property does not infringe upon the intellectual property rights of any third party; and
- (iii) To the knowledge of the Assignor, no third party is currently infringing any of the Assigned Intellectual Property.

**Section 5 Assignee's Representations and Warranties.**

The Assignee represents and warrants to the Assignor at the date of this Agreement and acknowledges and confirms that the Assignor is relying on such representations and warranties in connection with the sale by the Assignor of the Assigned Intellectual Property:

- (a) **Existence, Capacity.** The Assignee is a corporation duly formed and validly existing under the laws of Delaware, has the corporate power to enter into and perform its obligations under this Agreement;
- (b) **Corporate Authority.** The execution and delivery of and performance by the Assignee of this Agreement have been duly authorized by all necessary action on the part of the Assignee;
- (c) **No Violation or Breach.** The execution and delivery of and performance by the Assignee of this Agreement:
  - (i) does not will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under any contracts or instruments to which the Assignee is a party; and
  - (ii) does not and will not result in the violation of any law;
- (d) **Authorizations and Consents.** There is no requirement on the part of the Assignee to make any filing with or give any notice to any governmental entity or body, or obtain any order, permit, approval, waiver, license or similar authorization, in connection with the completion of the transactions contemplated by this Agreement.
- (e) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Assignee and constitutes a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;

**Section 6 Covenants.**

- (a) Assignor hereby authorizes any relevant governmental intellectual property office or registry to transfer and record the assignment of the Assigned Intellectual Property, as assignee thereof, or otherwise as Assignee may direct.



- (b) Assignor agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions including the execution of any further country-specific assignment documents, power of attorney documents and other documents necessary to effect the recordal of the assignments at the various relevant governmental intellectual property offices or registries.
- (c) Assignor agrees that, after the Effective Date, Assignor will not contest the use, ownership, validity or enforceability of any rights of the Assignee in or to any of the Assigned Intellectual Property.

**Section 7            Passing of Property.**

This Agreement will, without any further act or formality, operate as a transfer and assignment of the Assigned Intellectual Property with effect as of the close of business on the Effective Date. If any of the assets included in the Assigned Intellectual Property come into the possession of the Assignor after the Effective Date, are not effectively transferred or assigned to the Assignee or require the consent of a third party to such transfer, then the Assignor will hold any such assets as bare trustee in trust for and at the sole cost of the Assignee until possession thereof has been delivered by the Assignor, they have been effectively transferred to the Assignee or until such third party consent has been obtained.

**Section 8            Miscellaneous.**

- (1)    Enurement.

This Agreement is effective as of the Effective Date. After that time, it will be binding upon and enure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement, including any right to payment, may be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party.

- (2)    Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

- (3)    Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

- (4)    Further Assurances.

Each of the Parties covenants and agrees to do such things, to attend such meetings and to execute such further conveyances, transfers, documents and assurances as may be deemed

necessary or advisable from time to time in order to effectively transfer the Assigned Intellectual Property to the Assignee and carry out the terms and conditions of this Agreement in accordance with their true intent.

(5) Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

(6) Governing Law.

This Agreement is governed by, and shall be interpreted and enforced in accordance with the laws of the province of Ontario, and the federal laws of Canada applicable therein. Each of the Parties hereby attorns to the exclusive jurisdiction of the courts of the Province of Ontario for the resolution of any disputes relating to this Agreement.

(7) Counterparts.

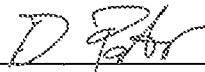
This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

***[Signature page follows]***

The Parties have executed this Intellectual Property Assignment as of the Effective Date.

**ASSIGNOR**

**LUXY HAIR CO.**

By:   
Name: Derrick Porter  
Title: Director

**ASSIGNEE**

**BIG PLEDGECO, LLC**

By: \_\_\_\_\_  
Name:  
Title:

The Parties have executed this Intellectual Property Assignment as of the Effective Date.

**ASSIGNOR**

**LUXY HAIR CO.**

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

Name: Derrick Porter

Title: Director

**ASSIGNEE**

**BIG PLEDGECO, LLC**

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

Name: Steven Leistner

Title: Secretary

**Schedule "A"**

**Assigned Intellectual Property**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
Canada	LUXY	1515316	TMA831358

<b>Trademark Registrations</b>		
<b>Title</b>	<b>Jurisdiction</b>	<b>Trademark Registration Number</b>
LUXY	United Kingdom	UK00002561382
LUXY	US	4390279
LUXY	European Union Community Trademark	010704674
LUXY HAIR	China	10924102
LUXY HAIR	China	10924133

<b>Trade Names</b>
1. Luxy Hair 2. Luxy 3. LuxyLam

<b>Domain Names List URL</b>
<a href="http://www.luxyhair.com">http://www.luxyhair.com</a>

**Social Media Accounts**

<http://pinterest.com/luxyhair/>  
<http://www.facebook.com/LuxyHair>  
<http://twitter.com/luxyhair>  
<http://youtube.com/user/LuxyHair>  
[https://instagram.com/luxyhair?utm\\_source=ig\\_profile\\_share&igshid=v3cbra39qdc7](https://instagram.com/luxyhair?utm_source=ig_profile_share&igshid=v3cbra39qdc7)