

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633935

| | |
|------------------------------|--|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the name of the assignee from AS Beauty LLC to AS Beauty Group LLC previously recorded on Reel 007194 Frame 0148. Assignor(s) hereby confirms the entire right, title and interest in and to the Assigned Trademarks, including the goodwill of the business. |

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 Group 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: 9

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 3099460 | MALLY |
| Registration Number: | 3870730 | MALLY |
| Registration Number: | 4104454 | MALLY |
| Registration Number: | 3877149 | MALLY BEAUTY |
| Registration Number: | 4124283 | MALLY BEAUTY |
| Registration Number: | 3861539 | MALLY PORELESS PERFECTION |
| Registration Number: | 3873763 | PERFECT PREP |
| Registration Number: | 3142666 | SHIMMER, SHAPE, & GLOW |
| Registration Number: | 5898559 | CIRCLE OF LIGHT |

CORRESPONDENCE DATA

Fax Number: 2129537201

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.

Phone: 212.415.9200

Email: ny.trademark@dorsey.com

Correspondent Name: Sarah M. Robertson

Address Line 1: Dorsey & Whitney LLP

TRADEMARK

Address Line 2: 51 West 52nd Street
Address Line 4: New York, NEW YORK 10019-6119

ATTORNEY DOCKET NUMBER: 509305-00003

NAME OF SUBMITTER: Sarah Robertson

SIGNATURE: /smr/

DATE SIGNED: 03/23/2021

Total Attachments: 12

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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 GROUP 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]

Exhibit A

| | Trademark | Serial/Reg. No. | Filing Date/Status |
|-----|---------------------------|-----------------|--------------------|
| | <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> | | |

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626574

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|---|--|---------------------------|--|
| 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 |
|---------------------------|------------------|

| | |
|-------------------|--------------------|
| SIGNATURE: | /Stanley Seuradge/ |
|-------------------|--------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 02/16/2021 |
|---------------------|------------|

Total Attachments: 5

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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

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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.

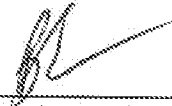
9. Authorization. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register 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 |
|---------------------------|---------------------------|------------------------|--------------------|
| USA TRADEMARKS | | | |
| 1. | Evercolor | 77392213 | 2/8/2008 |
| 2. | Evercolor | 85695756 | 8/6/2012 |
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| 13. | Shimmer, Shape, & Glow | 76612391 | 9/21/2004 |
| 14. | The Circle of Light | 88098086 | 8/29/2018 |
| FOREIGN TRADEMARKS | | | |
| | [OTHER] | | |
| | <u>Mally Trademark</u> | <u>Serial/Reg. No.</u> | <u>Filing Date</u> |
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