

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636943

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900599739

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCP HRB IP, LLC		02/19/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	INTERNATIONAL WHOLESALE, INC.
Street Address:	4000 Allen Road
City:	Allen Park
State/Country:	MICHIGAN
Postal Code:	48101
Entity Type:	Corporation: MICHIGAN

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	72170060	WHITE RAIN
Serial Number:	73602032	WHITE RAIN
Serial Number:	74308208	WHITE RAIN
Serial Number:	78330314	WHITE RAIN
Serial Number:	85660364	WHITE RAIN
Serial Number:	86161460	WHITE RAIN KIDS
Serial Number:	86161472	WHITE RAIN KIDS
Serial Number:	85116857	WHITE RAIN SENSATIONS
Serial Number:	71589536	WHITE RAIN

CORRESPONDENCE DATA

Fax Number: 8446706009

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: 248-433-7577

Email: kdriscoll@dickinson-wright.com

Correspondent Name: DICKINSON WRIGHT PLLC

Address Line 1: 1825 Eye St., NW

Address Line 2: Suite 900

Address Line 4: WASHINGTON, D.C. 20006

TRADEMARK

ATTORNEY DOCKET NUMBER:	92221-1
NAME OF SUBMITTER:	Keith P. Driscoll
SIGNATURE:	/Keith P. Driscoll/
DATE SIGNED:	04/05/2021

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of February 18, 2021 (the “Effective Date”) by and between TCP HRB IP, LLC., a limited liability company formed under the laws of Delaware (“Assignor”) and International Wholesale Inc., a corporation formed under the laws of the State of Michigan (“Assignee”).

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement, dated February 18, 2021 (the “Purchase Agreement”); and

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the patents and patent applications, trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case), copyrights and copyright applications and domain names set forth on Attachment A attached hereto (the “Assigned IP”); and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the parties agree as follows:

1. Transfer of Assigned IP. Assignor does hereby grant, bargain, sell, transfer, convey, assign, alienate, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor’s right, title and interest in and to the Assigned IP, together with any goodwill symbolized thereby and together with all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee’s expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment, and the Purchase Agreement, reflect the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the parties hereto regarding the subject matter of this Assignment and the Purchase Agreement.

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

5. Governing Law and Venue. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the principles of conflicts of law. Each party to this Agreement hereby submits to the exclusive jurisdiction of the federal and state courts located in New York with respect to any dispute arising hereunder or the transactions contemplated hereby.

6. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

7. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

TCP HRB IP, LLC

By: Andrew R. Tarshis

Name: Andrew R. Tarshis

Title: Managing Member

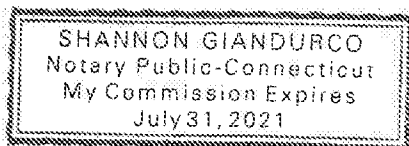
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Connecticut

ss:

COUNTY OF Fairfield

On this 19 day of February before me, the undersigned, personally appeared Andrew R Tarshis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.



S Giandurco
Notary Signature and Seal

ASSIGNEE:

International Wholesale Inc.

By: David Kenya
Name: David Kenya
Title: CEO

CERTIFICATE OF ACKNOWLEDGEMENT

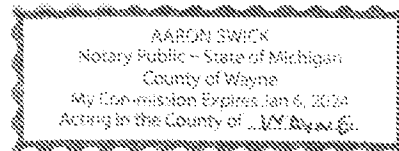
STATE OF MICHIGAN

SS:

COUNTY OF WAYNE

On this 19 day of FEB before me, the undersigned, personally appeared DAVID KONST, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

[Signature]
Notary Signature and Seal



Attachment A

Patents and Patent Applications

Title	Patent No./App. No.

Trademark Registrations and Applications


Mark	Reg. No./App. No.

Copyright Registrations


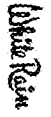
Title	Reg. No.

Domain Names

Name	Registrar

Country	Mark	Design	Status	Owner	Classes	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renewal
Australia	WHITE RAIN Stylized		Registered	High Ridge	3	Perfumery, Toiletries articles and cosmetics in general, and especially, shampoos, waving lotions, hair lotions and preparations for the hair in general	107087	8/8/1951	107087	8/8/1951	8/8/2027
Bahamas	WHITE RAIN		Registered	High Ridge		Perfumery, cosmetics and toilet preparations; preparations for the hair; soaps and shampoos	7094	03/10/1972	7094	3/14/1972	3/10/2028
Canada	WHITE RAIN		Registered	TCP HRB IP, LLC	3	Hair conditioner; Hair-styling preparations (styling mousse); Hair spray	767738	11/3/1994	TMA45423	3/15/1996	3/15/2026
Canada	WHITE RAIN		Registered	TCP HRB IP, LLC	3	Hair shampoo, bar soap and body wash	1714911	2/11/2015	TMA939750	6/3/2016	6/3/2031
Canada	WHITE RAIN ACTIVE BOTANICALS		Registered	TCP HRB IP, LLC	3	Hair sprays, hair mousse, hair gel, bar soaps, body lotions, baby shampoo; Hair shampoos, hair conditioners, body washes	1825766	3/6/2017	TMA1073500	2/25/2020	2/25/2030
Canada	WHITE RAIN ESSENTIALS		Registered	TCP HRB IP, LLC	3	Hair shampoos and hair conditioners	720429	1/13/1993	TMA433664	9/23/1994	9/23/2024
Caracao	WHITE RAIN		Can't search local database but appears to be the same as next mark	High Ridge			NA	5/3/1952	16743	5/3/1952	05/03/2022
Caracao	WHITE RAIN		Registered	High Ridge	3	Perfumery, toilet articles and cosmetics, and especially, shampoos, body washes, waving lotions, hair lotions, hair spray, hair mousse, hair gel, and preparations for	D-130397	10/2/2013	16743	10/2/2013	10/2/2023
Lebanon	WHITE RAIN		Can't search local database	High Ridge			NA	03/18/2014	155949	03/18/2014	03/18/2029
Libya	WHITE RAIN		Can't search local database	High Ridge					31252		

Country	Mark	Design	Status	Owner	Class(es)	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renewal
Libya	WHITE RAIN SALON SERIES		Can't search local database	High Ridge					31253		
Mexico	WHITE RAIN		Registered	High Ridge	3	Only soaps, detergents and shampoos (not medicinal); soaps and non-medicinal detergents including shampoo	28201	7/2/1987	334289	10/20/1987	7/2/2022
Mexico	WHITE RAIN		Registered	High Ridge	3	Only cosmetics and perfumery products; cosmetics and perfumery products	28204	7/2/1987	334291	10/20/1987	7/2/2022
Pakistan	WHITE RAIN		Published - awaiting registration fee request	High Ridge	3	Hair styling preparations; hairspray; shampoo; conditioner; body wash; liquid soaps; bar soap; bubble bath; hand and body lotions; moisturizing lotions; all	450300	12/16/2016			
Panama	WHITE RAIN		Can't search local database	High Ridge				07/17/1995	69657	07/17/1995	07/17/2025
Philippines	WHITE RAIN		Registered	High Ridge	3	Liquid shampoo, hair spray, hair styling preparations (styling mousse) moisturizing lotion, hair conditioner	4-2015-14129	12/11/2015	4-2015-14129	5/5/2016	5/5/2026
Puerto Rico	WHITE RAIN		Registered	High Ridge	3	Shampoos	7016	9/25/1972	17638	9/25/1972	9/25/2022
Sint Maarten	WHITE RAIN		Can't search local database	High Ridge				05/03/1952	2683	05/03/1952	05/03/2022
Sint Maarten	WHITE RAIN		Can't search local database	High Ridge	3	Perfumery, toilet articles and cosmetics, and especially, shampoos, body washes, waving lotions, hair lotions, hair spray, hair mousse, hair gel, and preparations for	SD-13264	10/02/2013	14463	10/02/2013	10/02/2023
South Africa	WHITE RAIN		Can't search local database	High Ridge				10/12/1951	275451	10/12/1951	10/12/2025
United States	WHITE RAIN		Registered	TCP HRB IP, LLC	3	Hair spray	72170060	5/31/1963	770080	5/19/1964	5/19/2024

Country	Mark	Design	Status	Owner	Class(es)	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renewal
United States	WHITE RAIN		Registered	TCP HRB IP, LLC	3	Hair styling preparation	73602032	6/2/1985	1428955	2/17/1987	2/17/2027
United States	WHITE RAIN		Registered	TCP HRB IP, LLC	3	Hair conditioner	74308208	8/27/1992	1771001	5/18/1993	5/18/2023
United States	WHITE RAIN		Registered	TCP HRB IP, LLC	3	Body wash	78330314	11/19/2003	2913140	12/21/2004	12/21/2024
United States	WHITE RAIN		Registered	TCP HRB IP, LLC	3	Hair shampoo	85660364	6/25/2012	4257771	12/11/2012	12/11/2022
United States	WHITE RAIN KIDS & design		Registered	TCP HRB IP, LLC	3	Shampoo, conditioner, body wash; hair detangler, conditioner spray; 3-in-1 shampoo, conditioner and body wash; 2-in-1 body wash and shampoo; hair gel spray, bubble bath, bar soap, body lotion	86161460	1/9/2014	4800448	8/25/2015	8/25/2025
United States	WHITE RAIN KIDS (block Letters)		Registered	TCP HRB IP, LLC	3	Shampoo, conditioner, body wash; hair detangler, conditioner spray; 3-in-1 shampoo, conditioner and body wash; 2-in-1 body wash and shampoo; hair gel spray;	86161472	1/9/2014	4717667	4/7/2015	4/7/2025
United States	WHITE RAIN SENSATIONS		Dead	TCP HRB IP, LLC	3	Personal care products, namely: body washes, liquid soaps, combination body wash, hair shampoo and hair conditioner, hair shampoos, hair conditioners, hair	85116857	8/26/2010	4514910	4/15/2014	4/15/2020
United States	WHITE RAIN Stylized		Dead	TCP HRB IP, LLC	3	Liquid shampoo	71589536	12/17/1949	551925	12/11/1951	
Uruguay	WHITE RAIN ESSENTIALS		Registered - current reg. no. is 439850	High Ridge - database shows The Gillette Company				09/25/2002	288334	09/25/2002	09/25/2022
Venezuela	WHITE RAIN		Can't search local database	High Ridge				09/23/1988	F136006	09/23/1988	09/23/2028

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