

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648655

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900616855		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rikki Mor		08/13/2020	INDIVIDUAL:
Beans Hair LLC		08/13/2020	Limited Liability Company:
Deknota LLC, d/b/a Knot Genie		08/13/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Face and Body Shoppe		
Street Address:	680 Crown Industrial Ct Unit D		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86036374	KNOT GENIE	
Serial Number:	85210649	KNOT GENIE DETANGLING BRUSH	
Serial Number:	86295051	GROOM GENIE	
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>			
Phone:	8476448788		
Email:	yaniv@faceandbodyshoppe.com		
Correspondent Name:	Yaniv Zigron		
Address Line 1:	680 Crown Industrial Ct Unit D		
Address Line 4:	Chesterfield, MISSOURI 63005		
NAME OF SUBMITTER:	Yaniv Zigron		
SIGNATURE:	/YanivZigron/		
DATE SIGNED:	05/21/2021		

Total Attachments: 12

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ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, the undersigned, Beans Hair LLC, a Colorado limited liability company and Rikki Mor, an individual (individually an "Assignor" and collectively "Assignors"), pursuant to that certain Asset Purchase Agreement by and between Deknota LLC, a Colorado limited liability company, and affiliate of Assignors ("Seller") and Face And Body Shoppe, LLC a Missouri limited liability company, with an address of 680 crown industrial ct. Unit D Chesterfield, MO 63005. ("Purchaser" or "Assignee"), each hereby irrevocably assigns and transfers to Assignee, all of Assignors' rights, title and interest in and to that certain intellectual property of Assignors as follows:

1. Trademark Serial Number 85210649 registered to Rikki Mor;
2. Trademark Serial Number 86295051 registered to Rikki Mor; and
3. U. S. Patent No D641,171 registered to Beans Hair LLC (collectively the "Assigned IP").

Assignee hereby accepts, assumes and agrees to pay and perform only those liabilities and obligations of Assignors that arise out of the Assigned IP.

This Assignment will be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of laws principles.

This Assignment and Assumption of Agreement has been executed by the parties, effective as of August 13, 2020.

ASSIGNORS:

BEANS HAIR, LLC,
a Colorado limited liability company

DocuSigned by:
Rikki Mor
By: _____
Rikki Mor, Manager

RIKKI MOR, individually

DocuSigned by:
Rikki Mor
By: _____
RIKKI MOR

ASSIGNEE:

FACE AND BODY SHOPPE, LLC,
a Missouri limited liability company

By: [Signature]
Name: YANIV ZIGRON
Title: CEO

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made effective as of August 13, 2020 (the "Effective Date"), by and between Face And Body Shoppe LLC, a Missouri limited liability company ("Purchaser"), and Deknota LLC, d/b/a Knot Genie a Colorado limited liability company ("Seller" or the "Company").

RECITALS

WHEREAS Seller wishes to sell and assign to Purchaser and Purchaser wishes to purchase and assume from Seller, the Purchased Assets (as defined herein) of the Company, subject to the terms and conditions set forth herein

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants hereinafter contained, the parties hereto hereby agree as set forth below.

AGREEMENT

1. **Purchase and Sale of Assets.** At the Closing (as defined herein), Seller shall assign, transfer, convey and deliver the Purchased Assets to Purchaser, and Purchaser shall deliver to Seller, as consideration for the sale of the Purchased Assets, a cash payment in the amount of \$20,000.00 (the "Purchase Price") for all of Seller's right, title and interest in the following assets (the "Purchased Assets") used in the business of the Company, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("Encumbrance"). Such Purchase Price is more fully described on Exhibit A attached hereto.

(a) All equipment, supplies, and signs, (each as further described in Schedule 1(a));

(b) Certain intellectual property of the Company including trademarks, tradenames, marketing materials, slogans, websites or domain names and any other name used by or for the Company on an internet marketplace (each as further described in Schedule 1(b)); and;

(c) All of Seller's records, files and papers pertaining to the Company, including computer records, customer (active and inactive files) and customer histories.

2. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser that all of the following representations and warranties are true, accurate, and complete as of the date hereof and as of the Closing:

2.1 Organization. The Seller is a limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of formation.

2.2 Authority and Enforceability. Seller has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery, and performance of this Agreement is valid and binding on Seller and enforceable against Seller in accordance with its terms, except as enforcement may be limited by bankruptcy,

insolvency, reorganization, moratorium, fraudulent transfer or conveyance or similar laws relating to or limiting creditors rights generally or by equitable principles relating to enforceability.

2.3 Assets. Seller owns and has good title to the Purchased Assets, free and clear of Encumbrances. The Purchased Assets are in good condition and are adequate for the uses to which they are being put, and none of the Purchased Assets are in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost. Seller has full legal right and power to sell, assign and transfer the Purchased Assets.

2.4 Intellectual Property. Except as set forth in Schedule 2.3, the conduct of the Company's business as currently conducted does not infringe, misappropriate or otherwise violate the intellectual property rights of any third party.

2.5 Litigation. There is no legal proceeding pending or, to the knowledge of the Seller, threatened against the Seller which (a) if determined adversely would reasonably be expected to have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement or any ancillary agreements, or (b) seeks rescission of or seeks to enjoin the consummation of this Agreement or any of the transactions contemplated hereby.

2.6 No Representations Regarding the Company. Except as expressly set forth herein, Seller makes no representations regarding Company or the Purchased Assets.

3. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

3.1 Organization. The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

3.2 Authority and Enforceability. Purchaser has all requisite limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance of this Agreement is valid and binding on Purchaser. This Agreement constitutes a legal, valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or similar laws relating to or limiting creditors rights generally or by equitable principles relating to enforceability.

3.3 Litigation. There is no legal proceeding pending or, to the knowledge of the Purchaser, threatened against the Purchaser which, (i) would reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement or (ii) which seeks rescission of or seeks to enjoin the consummation of this Agreement or any of the transactions contemplated hereby.

3.4 Sufficiency of Funds. Purchaser has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement. The Purchaser is, and after giving effect to the transactions contemplated hereby will continue to be, solvent.

3.5 Brokers. The Purchaser has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Seller could become liable or otherwise obligated.

4. Actions at Closing. Closing shall occur concurrently with the mutual execution of this Agreement (the "Closing"). At Closing, the following actions shall occur and/or shall have occurred, unless waived by the parties in writing:

4.1 Purchase Price. Purchaser shall deliver the Purchase Price to Seller via wire transfer of immediately available funds to an account or accounts designated by Seller in the amount of \$20,000.

4.2 Closing Deliverables.

(a) A Bill of Sale and Assignment from Seller to Purchaser assigning the Purchased Assets to Purchaser;

(b) An Assignment of certain intellectual property from Beans Hair, LLC, a Colorado limited liability company, and Rikki Mor, an individual, each an affiliate of the Company, to Purchaser; and

5. Tax Matters.

(a) All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Purchaser when due. Purchaser shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Seller shall reasonably cooperate with respect thereto as necessary).

(b) Seller and Purchaser each shall file their own tax returns with regard to the Purchased Assets and the transactions contemplated by this Agreement in a manner consistent with the allocation principles specified on Exhibit A attached hereto.

6. Indemnification.

6.1 Indemnification by Seller. Seller shall indemnify Purchaser against, and shall hold Purchaser harmless from and against, any and all actual out-of-pocket losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees ("Losses") incurred or sustained by, or imposed upon, Purchaser based upon, arising out of, with respect to or by reason of (i) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, or (ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement.

6.2 Indemnification by Purchaser. Purchaser shall indemnify Seller against, and shall hold Seller harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Seller based upon, arising out of, with respect to or by reason of (i) any inaccuracy in or breach of any of the representations or warranties of Purchaser contained in this Agreement, or (ii)

any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Purchaser pursuant to this Agreement.

6.3 Limitations on Indemnification. The maximum aggregate liability of the Seller, on a joint and not several basis, under this Agreement for Damages suffered by Purchaser shall be and is limited to the Purchase Price.

7. Miscellaneous.

7.1 Further Assurances. Subject to the terms and conditions of this Agreement, at any time and from time to time following the Closing, at any parties' request (at each parties' own expense), the other parties shall execute and deliver to such requesting party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as such party may reasonably requested in order to fully consummate the transactions contemplated by this Agreement.

7.2 Parties in Interest. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of parties hereto. None of the parties may assign their rights or obligations under this Agreement without the prior written consent of the other parties.

7.3 Amendments; Waiver. Neither this Agreement nor any term hereof may be changed, modified, amended or discharged, except by an agreement in writing signed by each of the parties hereto. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by whichever party hereto is entitled to the benefit of such terms or conditions.

7.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

7.5 Notices. Any and all notices, requests, consents, or other communications permitted or required to be given under the terms of this Agreement shall be in writing and shall be deemed received (i) if given by facsimile transmission, when transmitted and the appropriate confirmation received if transmitted on a Business Day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, and (iii) if given by reputable overnight courier, when received or personally delivered.

7.6 Survival. The representations and warranties set forth in this Agreement shall survive the Closing. The covenants of the parties set forth in this Agreement shall survive the Closing indefinitely, unless otherwise specifically limited herein.

7.7 Entire Agreement. This Agreement, together with the other agreements referenced herein and all exhibits and schedules attached hereto, embody the entire agreement and understandings of the parties hereto, and supersedes all prior agreements or understandings (whether written or oral), with respect to the subject matter hereof. There are no restrictions,

promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. All schedules and exhibits referred to herein are attached hereto and incorporated herein by such references. The recitals are incorporated into this Agreement by reference.

7.8 Counterparts: Electronic Signatures. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same documents. Signatures exchanged electronically or by facsimile shall be deemed original signatures for all purposes.

7.9 Governing Law. This Agreement and all documents being executed in connection with it shall be construed in accordance with the laws of the State of Colorado.

7.10 CONSENT TO JURISDICTION. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE APPLICABLE STATE OR FEDERAL COURTS SITTING IN DENVER COUNTY, COLORADO FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH OF THE PARTIES AGREE NOT TO COMMENCE ANY LEGAL PROCEEDING RELATED THERETO EXCEPT IN SUCH COURTS. EACH OF THE PARTIES IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH HE, SHE, OR IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH COURT OR THAT SUCH ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7.11 WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY IN CONNECTION HEREWITH. THE SELLER AND THE COMPANY HEREBY EXPRESSLY ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE BUYER TO ENTER INTO THIS AGREEMENT.

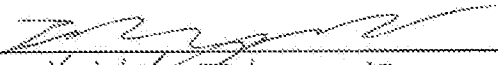
7.12 Severability. Should any court of competent jurisdiction decide, hold, adjudge or decree that any provision, paragraph, clause or term of this Agreement is void or unenforceable, in whole or as applied in a particular situation, such determination shall not affect any other provision of this Agreement, and all other provisions of this Agreement shall remain in full force and effect in such situation, and all provisions of this Agreement shall remain in full force and effect in any and all other situations.

[Signature Page Follows]

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed and delivered as of the Effective Date.

PURCHASER:

FACE AND BODY SHOPPE, LLC,
a Missouri limited liability company,

By: 
Name: Yuhui Zhang
Title: CEO

SELLER:

DEKNOTA LLC,
a Colorado limited liability company

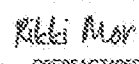
DocuSigned by:

By: DSE95AC749E0487...
Rikki Mor, Manager

EXHIBIT A

PURCHASE PRICE

Inventory	\$2,000
Trademark / Intellectual Property	\$18,000
Fixed Assets (if any)	\$0
<hr/>	
TOTAL	\$20,000

SCHEDULE 1(a)

PURCHASED ASSETS

1. Inventory
2. Molds
3. Customer Lists
4. Social Media Accounts (Facebook and Instagram: Knot Genie and Groom Genie)
5. Website(s) – knotgenie.com
6. Amazon store and merchant ID – DF5T3

SCHEDULE 1(b)

INTELLECTUAL PROPERTY

1. Trademark Serial Number 85210649
2. Trademark Serial Number 86295051
3. U. S. Patent No D641,171

SCHEDULE 2.3

INTELLECTUAL PROPERTY

1. Certain brushes sold by the Seller may potentially infringe on certain intellectual property of third-parties. Seller has no known intellectual property or trademark violations at the time of Closing.

ASSIGNMENT AND ASSUMPTION AGREEMENT

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2. Trademark Serial Number 86295051 registered to Rikki Mor; and
3. U. S. Patent No D641,171 registered to Beans Hair LLC (collectively the "Assigned IP").

Assignee hereby accepts, assumes and agrees to pay and perform only those liabilities and obligations of Assignors that arise out of the Assigned IP.

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ASSIGNORS:

BEANS HAIR, LLC,
a Colorado limited liability company

DocuSigned by:
Rikki Mor
By: _____
Rikki Mor, Manager

RIKKI MOR, individually

DocuSigned by:
Rikki Mor
By: _____
Rikki Mor

ASSIGNEE:

FACE AND BODY SHOPPE, LLC,
a Missouri limited liability company

By: _____
Name: *JANIE ZIGMON*
Title: *CEO*