

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salon Plaza Enterprises Subsidiary, LLC		06/07/2021	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Salon Plaza Enterprises, LLC		
Street Address:	1577 Spring Hill Road, Suite 270		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22124		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4506725	OWN IT	
Registration Number:	4506724	YOUR DREAM + OUR COMMUNITY = YOUR SUCCES	
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:	562-653-5000		
Email:	peter.chiabotti@akerman.com, angela.martin@akerman.com		
Correspondent Name:	Akerman LLP		
Address Line 1:	777 S. Flagler Dr., Ste. 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	0384907		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	06/09/2021		
Total Attachments: 4			
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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement ("Assignment"), dated as of June 7, 2021 (the "Effective Date"), is made by Salon Plaza Enterprises Subsidiary, LLC, a limited liability company of Virginia ("Assignor"), in favor of Salon Plaza Enterprises, LLC, a limited liability company of Virginia ("Assignee").

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer to Assignee, Assignor's entire right, title and interest in and to any and all patents, patent applications, trademarks, service marks, trade names, brands, domain names, social media account identifiers, copyrights, works of authorship, information, know-how, trade secrets, software, formulae, methods, processes and other intangible, proprietary, or intellectual property rights owned or held for use by Assignor ("Intellectual Property Rights"), pursuant to the terms of this Assignment.

WHEREAS, Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer to Assignee, all of Assignor's rights and obligations under that certain Trademark License Agreement, dated as of March 30, 2015, by and between Assignor and Suite Management Franchising, LLC (the "Assigned Contract").

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment of Intellectual Property Rights. Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under all Intellectual Property Rights, including but not limited to the following:

(a) all trademarks, including the registrations and applications, set forth in Schedule A attached hereto and made apart hereof, and any and all common law rights relating thereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof; and

(b) all domain names and any intellectual property rights obtained by use thereof, to the extent such rights exist; and

(c) all inventions, whether patentable or unpatentable and whether or not reduced to practice, all improvements thereto, and all United States and foreign patents and utility models and applications therefor, together with all continuations, divisionals, continuations-in-part, reissues, reexaminations, renewals, and extensions thereof; and

(d) all copyrights and the rights to renew such copyrights, whether presently available or subsequently available as a result of intervening legislation, the rights to secure copyrights thereon anywhere throughout the world in the name of Assignee or otherwise, and any and all publication rights therein in whatever form; and

(e) all rights, benefits and privileges of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, the exclusive right to apply for and maintain all registrations, renewals and/or extensions for any and all of the foregoing; and

(f) any and all royalties, fees, income, payments and other proceeds nor or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all applicable rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, to extent allowable under applicable law and any insurance related thereto; and

(h) any other right, benefit or privilege of any kind whatsoever necessary or appropriate for Assignee to fully and entirely stand in the place of Assignor in all matters related to the Assigned Works.

3. Assignment of Trademark License Agreement. Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its rights and obligations under the Assigned Contract, and Assignee hereby accepts such assignment and assumes all of the rights and obligations of Assignor under the Assigned Contract.

4. Recordation and Further Actions. Assignor hereby instructs the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Works to Assignee, or any assignee or successor thereto.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

7. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

Salon Plaza Enterprises Subsidiary, LLC
1577 Spring Hill Road, Suite 270
Vienna, Virginia 22124

By: Gary Rabin
Name: Gary Rabin
Title: Manager

ASSIGNEE:

Salon Plaza Enterprises, LLC
1577 Spring Hill Road, Suite 270
Vienna, Virginia 22124

By: Gary Rabin
Name: Gary Rabin
Title: Manager

Schedule A

Mark	Reg. No. / Date	Goods/Services	Owner
OWN IT	4506725 April 1, 2014	IC 44: Leasing of salon stations and leasing of salon suites.	Salon Plaza Enterprises Subsidiary, LLC
YOUR DREAM + OUR COMMUNITY = YOUR SUCCESS	4506724 April 1, 2014	IC 44: Leasing of salon stations and leasing of salon suites.	Salon Plaza Enterprises Subsidiary, LLC

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