

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661474

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|--|
| Lunchboxwax Holdings, LLC | | 07/15/2021 | Limited Liability Company: DELAWARE |
| LunchBOX, LLC | | 07/15/2021 | Limited Liability Company: IDAHO |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | LBW Franchise, LLC |
| Street Address: | 251 Little Falls Drive |
| City: | Wilmington |
| State/Country: | DELAWARE |
| Postal Code: | 19808 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------|
| Registration Number: | 4568433 | BOX ESSENTIALS |
| Registration Number: | 4560465 | BOXBUCKS |
| Registration Number: | 4560461 | FRESHBOX |
| Registration Number: | 4260810 | LUNCHBOX |
| Registration Number: | 4616623 | SOFTBOX |
| Registration Number: | 4627497 | BARE YOUR BEAUTY |
| Registration Number: | 5075166 | FRIENDS WITH BENEFITS |
| Registration Number: | 5652265 | FWB |
| Registration Number: | 4733871 | LUNCH BOX |
| Registration Number: | 4267516 | LUNCHBOX (A WAXING SALON) |
| Serial Number: | 87148787 | LUNCHBOXWAX |
| Serial Number: | 87148838 | LUNCHBOXWAX |
| Registration Number: | 5299367 | |
| Serial Number: | 88402928 | WAX SERIES |
| Serial Number: | 88402909 | WE WAX EVERY BODY |
| Serial Number: | 88341697 | LBX |

CH \$415.00 4568433

CORRESPONDENCE DATA**Fax Number:** 8167531536*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:** 3124636255**Email:** uspt@polsinelli.com**Correspondent Name:** Hillary Maynard, Polsinelli PC**Address Line 1:** 150 N. Riverside Plaza**Address Line 4:** Chicago, MISSOURI 60606**ATTORNEY DOCKET NUMBER:** 103749- 681793**NAME OF SUBMITTER:** Hillary Maynard**SIGNATURE:** /Hillary Maynard/**DATE SIGNED:** 07/20/2021**Total Attachments: 5**

source=LBW ASSIGNMENT Trademark Assignment.FINAL.docx#page1.tif

source=LBW ASSIGNMENT Trademark Assignment.FINAL.docx#page2.tif

source=LBW ASSIGNMENT Trademark Assignment.FINAL.docx#page3.tif

source=LBW ASSIGNMENT Trademark Assignment.FINAL.docx#page4.tif

source=LBW ASSIGNMENT Trademark Assignment.FINAL.docx#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “**Assignment**”) is entered into as of July 15, 2021 (the “**Effective Date**”), by and between Lunchboxwax Holdings, LLC, a Delaware limited liability company and LunchBOX, LLC, an Idaho limited liability company (collectively, “**Assignor**”), and LBW Franchise, LLC a Delaware limited liability company (“**Assignee**”). Each of Assignor and Assignee may be referred to in this Assignment individually as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

WHEREAS, Assignor is the owner of the trademarks and service marks (or variations thereof) set forth in Schedule A hereto, together with the goodwill associated therewith (collectively referred to as the “**Transferred Trademarks**”); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Contribution Agreement, dated as of July 15, 2021, (the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, its entire right, title and interest in and to all Transferred Trademarks, among other assets.

NOW, THEREFORE, for the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sells and conveys, and Assignee hereby accepts, any and all right, title, and interest Assignor may have in and to the Transferred Trademarks, together with the rights to any registrations, pending applications, or common law unregistered rights related thereto, together with and including the goodwill associated with the Transferred Trademarks and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief 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, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Transferred Trademarks as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Reference to the Asset Purchase Agreement. The provisions of this Assignment are subject in all respects to the terms of the Asset Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Assignment in accordance with the terms thereof. Nothing contained in this Assignment shall be deemed or construed to alter, modify, add to or waive any of the rights,

obligations, terms, covenants, conditions, or other provisions contained in the Asset Purchase Agreement.

3. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this Assignment upon request by Assignee.

4. Asset Purchase Agreement. This Assignment is made in accordance with and is subject to all of the representations, warranties, covenants and the other terms and conditions set forth in the Asset Purchase Agreement. Except as otherwise expressly set forth herein, the terms and conditions of the Asset Purchase Agreement shall control the terms and conditions of this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Assignment or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

7. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

LUNCHBOXWAX HOLDINGS, LLC

07/15/2021 | 8:09 PM PDT
Date: _____

LUNCHBOX, LLC

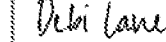
07/15/2021 | 8:09 PM PDT
Date: _____

ASSIGNEE:

LBW FRANCHISE, LLC

07/15/2021 | 9:18 PM MDT
Date: _____

DocuSigned by:

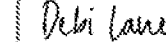


By: _____
C5868402D8B54CD...

Name: Debi Lane

Title: Founder & CEO

DocuSigned by:



By: _____
C5868402D8B54CD...

Name: Debi Lane

Title: Founder & CEO

DocuSigned by:

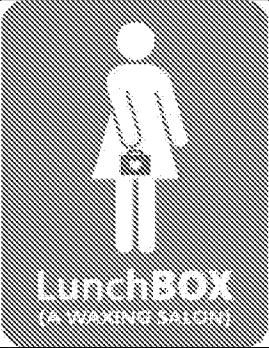

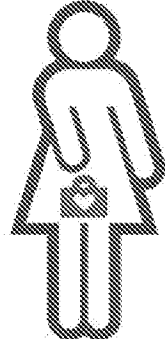





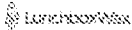


By: _____
A872662651894E1...

Name: Jeremy Morgan

Title: Chief Executive Officer

Schedule A**Transferred Trademarks**

| US Trademark | Country | Serial Number | Filing Date | Status | Registration Number | Registration Date |
|--|----------------|----------------------|--------------------|---------------|----------------------------|--------------------------|
| Box Essentials | US | 86176381 | 01/27/14 | Dead | 4568433 | 07/15/14 |
| Boxbucks | US | 86177305 | 01/28/14 | Dead | 4560465 | 07/01/14 |
| Freshbox | US | 86176337 | 01/27/14 | Registered | 4560461 | 07/01/14 |
| Lunchbox | US | 85601458 | 04/18/12 | Registered | 4260810 | 12/18/12 |
| Softbox | US | 86176356 | 01/27/14 | Registered | 4616623 | 10/07/14 |
| Bare Your Beauty | US | 86122613 | 11/19/13 | Registered | 4627497 | 10/28/14 |
| Friends With Benefits | US | 86897627 | 02/04/16 | Registered | 5075166 | 11/01/16 |
| FWB | US | 86890253 | 01/28/16 | Registered | 5652265 | 01/15/19 |
| LBX | US | 88341697 | 03/15/19 | Pending | NA | NA |
| Lunch Box | US | 85872867 | 03/11/13 | Registered | 4733871 | 05/12/15 |
|  | US | 85601437 | 04/18/12 | Registered | 4267516 | 01/01/13 |
| Lunchbox wax | US | 87148787 | 08/24/16 | Pending | NA | NA |
|  | US | 87148838 | 08/24/16 | Pending | NA | NA |
|  | US | 87148872 | 08/24/16 | Registered | 5299367 | 10/03/17 |
| WAX SERIES | US | 88402928 | 04/25/19 | Pending | NA | NA |
| WE WAX EVERY BODY | US | 88402909 | 04/25/19 | Pending | NA | NA |
| BARE YOUR BEAUTY | Canada | 1962413 | 5/10/19 | Pending | NA | NA |

| | | | | | | |
|--|-----------------------|---------|----------|------------|---------|----------|
| BOXBucks | Canada | 1962415 | 5/10/19 | Pending | NA | NA |
|  | Canada | 1962423 | 5/10/19 | Pending | NA | NA |
| Friends with Benefits | Canada | 1962416 | 5/10/19 | Pending | NA | NA |
| Lunchbox Wax | Canada | 1962419 | 5/10/19 | Pending | NA | NA |
|  | Canada | 1962421 | 5/10/19 | Pending | NA | NA |
| We Wax Every Body | Canada | 1962424 | 5/10/19 | Pending | NA | NA |
|  | Mexico | 2124444 | 10/31/18 | Registered | 1963737 | 10/31/18 |
| Lunchbox Wax | Mexico | 2124442 | 10/31/18 | Registered | 1963735 | 10/31/18 |
|  | Mexico | 2124443 | 10/31/18 | Registered | 1963736 | 10/31/18 |
|  | Mexico | 2124441 | 10/31/18 | Registered | 1963734 | 10/31/18 |
| LunchBOX | IR Madrid Protocol | 1251536 | 05/19/15 | Registered | 1251536 | 05/19/15 |
|  | IR Madrid Protocol | 1251536 | 05/19/15 | Registered | 1251536 | 05/19/15 |