

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duncan Enterprises		10/31/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HatchBeauty Brands, LLC		
Street Address:	10951 Pico Blvd.		
Internal Address:	Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88589408	BE BEAUTY ESSENTIALS	
Serial Number:	88587695	BE BEAUTY ESSENTIALS	
Registration Number:	5476405	JUNKEE GIRL	
Registration Number:	5307504	LIQUE	
Registration Number:	5337261	LIQUE REFLECTIONS	
Registration Number:	6195645	REMI ROSE	
Registration Number:	6195644	REMI ROSE	
Registration Number:	4933017	TATTOO JUNKEE	
Registration Number:	4970060	TJ	
CORRESPONDENCE DATA			
Fax Number:	6029165651		
<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:	602-916-5451		
Email:	ip@fennemorelaw.com		
Correspondent Name:	Stacie K. Smith		
Address Line 1:	2394 East Camelback Road		
Address Line 2:	Suite 600		
Address Line 4:	Phoenix, ARIZONA 85016-3429		

CH \$240.00 88589408

ATTORNEY DOCKET NUMBER:	045793.0001
NAME OF SUBMITTER:	Stacie K. Smith
SIGNATURE:	/Stacie K. Smith/
DATE SIGNED:	09/14/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "**Agreement**"), effective as of October 31, 2020 (the "**Effective Date**"), is made by HatchBeauty Brands, LLC, a Delaware limited liability company ("**Buyer**"), and Duncan Enterprises, a California corporation ("**Seller**").

WHEREAS, Buyer and Seller have entered into a certain Asset Purchase Agreement, dated as of October 31, 2020 (the "**Asset Purchase Agreement**"), pursuant to which, among other things, Seller has agreed to assign, transfer, convey, and deliver to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's rights, title, and interests in, to, and under the trademarks set forth on Schedule I hereto, and applications and registrations related thereto (collectively, the "**Purchased Trademarks**"); and

WHEREAS, Seller agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably assigns, transfers, conveys and delivers to Buyer, and Buyer hereby acquires from Seller, all of Seller's right, title, and interest in, to, and under the Purchased Trademarks, including the following:

(a) all (i) Purchased Trademarks and all associated goodwill, and (ii) trademarks underlying the trademark registrations and applications set forth on Schedule I and all associated goodwill; and

(b) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, 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.

3. Recordation and Further Actions. Seller 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 jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Purchased Trademarks to Buyer, or any assignee or successor thereto.

4. Counterparts. This Agreement 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. A signed copy of this Agreement 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 Agreement.

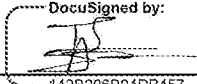
5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of 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, Buyer and Seller have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

DUNCAN ENTERPRISES

By:  _____

Name: Lawrence Hermansen

Title: President and CEO

Address for Notices:

Duncan Enterprises

5673 E. Shields Avenue

Fresno, CA 93727

Email: Larry.Hermansen@duncan.com

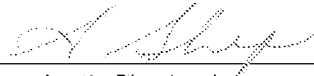
Attention: Lawrence Hermansen, President and CEO

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 007422 FRAME: 0339**

AGREED AND ACCEPTED:

HATCHBEAUTY BRANDS, LLC

By: 

Name: Austin Shepherd

Title: VP Finance

Address for Notice:

HatchBeauty Brands, LLC

10951 West Pico Boulevard

Los Angeles, CA 90064

Email: ashepherd@hatchbeauty.com

Attention: Austin Shepherd

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007422 FRAME: 0340

SCHEDULE I

Purchased Trademarks

<u>Trademark</u>	<u>Registration / Serial No.</u>	<u>Country</u>
		
"BE BEAUTY ESSENTIALS" (Word)	Serial No. 88589408	USA
"BE BEAUTY ESSENTIALS" (Word)	Serial No. 88587695	USA
"JUNKEE GIRL" (Word)	Reg. No. 5476405	USA
"LIQUE" (Word)	Reg. No. 5307504	USA
"LIQUE REFLECTIONS" (Word)	Reg. No. 5337261	USA
"REMI ROSE" (Design)	Serial No. 87935550	USA
"REMI ROSE" (Word)	Serial No. 87935502	USA
"TATTOO JUNKEE" (Word)	Reg. No. 4933017	USA
"TJ" bow (Design)	Reg. No. 4970060	USA