

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCA Industries, Inc.		09/25/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KEBCI LLC		
Street Address:	312 W 2nd Street		
Internal Address:	#5057		
City:	Casper		
State/Country:	WYOMING		
Postal Code:	82601		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3088589	SUNSET CAFE	
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>			
Email:	daniel@uslawgroupinc.com		
Correspondent Name:	Daniel B. Lopez		
Address Line 1:	427 N. Canon Drive		
Address Line 2:	Suite 205		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
NAME OF SUBMITTER:	Daniel B. Lopez		
SIGNATURE:	/Daniel B. Lopez/		
DATE SIGNED:	10/19/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 25, 2021 by and between **CCA Industries, Inc.**, a Delaware corporation (the "Assignor") and **KEBCI LLC** (the "Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties." Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Purchase Agreement (defined below).

- A. Assignor owns the trademarks identified on Schedule A attached hereto, the trademark registrations and applications associated therewith and also described on Schedule A (such trademarks and such trademark registrations and applications are, collectively, the "Trademarks") and any and all goodwill of the business in connection with which the Trademarks are used and symbolized by the Trademarks (the Trademarks and such goodwill are, collectively, the "Trademark Rights");
- B. Assignor and Badr Mahmoud K Elessawi are parties to that certain Asset Purchase Agreement, dated as of August 14, 2021 (the "Purchase Agreement") and a Letter Agreement (the "Letter") dated September 25, 2021, pursuant to which Assignor agreed to assign to Assignee all right, title, and interest in and to the Trademark Rights; and
- C. The Parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademark Rights and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and any other similar official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, as may be necessary to effectuate the assignment and transfer of the Trademark Rights from Assignor to Assignee.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, including that under the Purchase Agreement and the Letter, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks Rights worldwide, including (i) all Trademarks, all registrations and applications thereof and all goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, (ii) all rights of priority in the Trademark Rights in any country as may now or hereafter be granted by law, treaty or other international conventions and (iii) all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current, or future infringement, misappropriation, dilution or conflict with such Trademark Rights.
2. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademark Rights and to issue all registrations for the Trademark Rights in the name of Assignee. Assignor shall, at Assignee's reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
3. Counterparts. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement
4. Governing Law. Assignor and Assignee hereby agree that this Assignment will be governed by and construed in accordance with the internal Laws of the State of Delaware without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

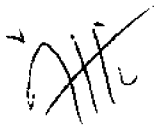
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[SIGNATURE PAGE FOLLOWS]



TRADEMARK
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5. Further Assurances. Assignor shall cooperate and take all steps reasonably requested by Assignee to perfect, confirm, and protect Assignee's rights (including without limitation, intellectual property rights), title, and interest in and to the Trademarks including without limitation, executing and delivering the necessary assignment documents.

A handwritten signature or set of initials, possibly 'AH', written in black ink. The signature is somewhat stylized and appears to be a personal mark.

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNEE:

KEBCI LLC

By: 

Name: Khaled El Essawi

Title: Owner

ASSIGNOR:

CCA Industries, Inc.

By:

Name:

Title:

Attached: Schedule A – Trademarks

[Signature Page to Trademark Assignment]

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNEE:

KEBCI LLC

By: _____

Name:

Title:

ASSIGNOR:

CCA Industries, Inc.

By: Steph A. How

Name: Steph A. How


Title: Chief Financial Officer
and Secretary

Attached: Schedule A – Trademarks

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademark Rights

COUNTRY	TRADEMARK	STATUS	APP NO	APP DATE	REG NO	REG DATE	OWNER
United States	[Sunset Café]	Registered	78435576	6-15-2004	3088589	5-2-2006	CCA Industries, Inc.
Saudia Arabia	Sunset Cafe And Palm Tree Design 	Registered	79160		69782		CCA Industries, Inc.

Att