

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693822

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	14

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SELF ESTEEM BRANDS, LLC		11/24/2021	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	WAXING THE CITY FRANCHISOR LLC
Street Address:	111 Weir Drive
City:	Woodbury
State/Country:	MINNESOTA
Postal Code:	55125
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4795856	BODACIAL
Registration Number:	5277727	CERANARANJA
Registration Number:	4475000	CEROLOGY
Registration Number:	5531820	LET'S GO THERE
Registration Number:	4855047	SERIOUS ABOUT SMOOTH
Registration Number:	3562047	WAXING THE CITY
Registration Number:	3694430	WAXING UNIVERSITY

CORRESPONDENCE DATA

Fax Number: 2124920072

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: 2123733072

Email: jaliano@paulweiss.com, mangelopoulos@paulweiss.com,
mmcguire@paulweiss.com, ebensoul@paulweiss.com

Correspondent Name: Jamiesyn D. Aliano

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019

CH \$190.00 4795856

ATTORNEY DOCKET NUMBER:	17514-147
NAME OF SUBMITTER:	Jamiesyn D. Aliano
SIGNATURE:	/Jamiesyn D. Aliano/
DATE SIGNED:	12/10/2021
Total Attachments: 4 source=14. SEB - Trademark Assignment (US) (Waxing Pre-Contribution) (Executed Version)#page1.tif source=14. SEB - Trademark Assignment (US) (Waxing Pre-Contribution) (Executed Version)#page2.tif source=14. SEB - Trademark Assignment (US) (Waxing Pre-Contribution) (Executed Version)#page3.tif source=14. SEB - Trademark Assignment (US) (Waxing Pre-Contribution) (Executed Version)#page4.tif	

TRADEMARK ASSIGNMENT (US)

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of November 24, 2021, by and between SELF ESTEEM BRANDS, LLC, a Minnesota limited liability company located at 111 Weir Drive, Woodbury, MN 55125 ("Assignor"), and WAXING THE CITY FRANCHISOR LLC, a Delaware limited liability company located at 111 Weir Drive, Woodbury, MN 55125 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Waxing the City Pre-Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO"); and

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

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds derived from or related thereto and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Closing Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

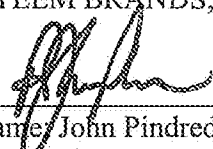
This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

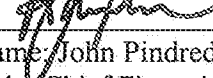
ASSIGNOR

SELF ESTEEM BRANDS, LLC

By: 
Name: John Pindred
Title: Treasurer and Chief Financial Officer

ASSIGNEE

WAXING THE CITY FRANCHISOR LLC

By: 
Name: John Pindred
Title: Chief Financial Officer

**Schedule 1
Trademarks**

Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
United States	BODACIAL	86089668	11-OCT-2013	4795856	18-AUG-2015
United States	CERANARANJA	87078459	21-JUN-2016	5277727	29-AUG-2017
United States	CEROLOGY	85966190	21-JUN-2013	4475000	28-JAN-2014
United States	LETS GO THERE	87617655	21-SEP-2017	5531820	31-JUL-2018
United States	SERIOUS ABOUT SMOOTH	86589118	07-APR-2015	4855047	17-NOV-2015
United States	WAXING THE CITY	77271399	04-SEP-2007	3562047	13-JAN-2009
United States	WAXING UNIVERSITY	77712128	12-APR-2009	3694430	06-OCT-2009