

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM740534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Coast Media Group, LLC		06/14/2021	Limited Liability Company: VIRGINIA
International Hair Institute, LLC		06/14/2021	Limited Liability Company: VIRGINIA
Hydroxatone, LLC		06/14/2021	Limited Liability Company: VIRGINIA
Keranique, LLC		06/14/2021	Limited Liability Company: VIRGINIA
Bellezza Products L.L.C.		06/14/2021	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Profectus Beauty, LLC		
Street Address:	1 N. Clematis St., 3rd Floor		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5717841	THICK HEAD	
Registration Number:	5028862	THE WOMEN'S HAIR GROWTH EXPERTS.	
Registration Number:	3888328	YOUR BEAUTY ADVISOR	
Registration Number:	3862008	LASHATONE	
Registration Number:	4376764	INSTANT EFFECT	
Registration Number:	4129060	KERANIQUE	
Registration Number:	4112808	LUMINIQUE	
Registration Number:	3312417	HYDROXATONE	
Registration Number:	3829055	LUMINIQUE	
Registration Number:	4383631	INSTANT FACE LIFT	
Registration Number:	5137816	CLEAR FUSION	
Registration Number:	3815545	DECLATONE	

CH \$340.00 5717841

Property Type	Number	Word Mark
Registration Number:	5282417	KERAVIATIN

CORRESPONDENCE DATA

Fax Number: 2027568087

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: 202-756-8000

Email: eatkins@mwe.com, kdelcoure@mwe.com, ipdocketmwe@mwe.com

Correspondent Name: Eleanor B. Atkins

Address Line 1: McDermott Will & Emery LLP

Address Line 2: 500 North Capitol Street, NW

Address Line 4: Washington, D.C. 20001-1531

ATTORNEY DOCKET NUMBER:	116114-0010
NAME OF SUBMITTER:	Eleanor B. Atkins
SIGNATURE:	/Eleanor B. Atkins/
DATE SIGNED:	07/12/2022

Total Attachments: 8

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is effective as of June 14, 2021, and is by and among Atlantic Coast Media Group, LLC, a Virginia limited liability company, International Hair Institute, LLC, a Virginia limited liability company, Hydroxatone, LLC, a Virginia limited liability company, Keranique, LLC, a Virginia limited liability company, and Bellezza Products L.L.C., a Virginia limited liability company (collectively, the "Assignors" and each individually, an "Assignor"), and Profectus Beauty, LLC, a Delaware limited liability company ("Purchaser" or "Assignee", as context provides).

RECITALS

A. Each applicable Assignor is the owner of the applicable trademark set forth next to such Assignor's name on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among the Assignors, Purchaser and certain other parties thereto (the "Purchase Agreement"), the Assignors have agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignors have agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. This Assignment memorializes the assignment, transfer and sale of the Marks from the Assignors to the Assignee.

AGREEMENT

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Each applicable Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the applicable Mark, and all of the goodwill of the business associated with such Mark, together with that portion of such Assignor's business to which applicable Mark pertains, and all registrations and pending applications for the applicable Mark, along with any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignors acknowledge that the Assignee will file this Assignment with the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Assignment for the purpose of transferring ownership of all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as Assignee of the entire interest therein.

3. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignors will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

5. This Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (.pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Assignors and the 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.


7. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment and Assumption Agreement to be executed and delivered as of the date first set forth above.

ASSIGNORS:

ATLANTIC COAST MEDIA GROUP, LLC

By: 
Name: Andrew J. Surwilo
Title: Manager

HYDROXATONE, LLC

By: 
Name: Andrew J. Surwilo
Title: Manager

KERANIQUE, LLC

By: 
Name: Andrew J. Surwilo
Title: Manager

INTERNATIONAL HAIR INSTITUTE, LLC

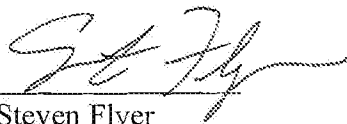
By: 
Name: Andrew J. Surwilo
Title: Manager

BELLEZZA PRODUCTS L.L.C.

By: 
Name: Andrew J. Surwilo
Title: Manager

ASSIGNEE:

PROFECTUS BEAUTY, LLC

By: 
Name: Steven Flyer
Its: President

SCHEDULE A

TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark/ Registration No/ Application No.	Assignor
United States	THICK HEAD Reg. No. 5717841 Serial No. 87944784	ATLANTIC COAST MEDIA GROUP, LLC
United States	THE WOMEN'S HAIR GROWTH EXPERTS Reg. No. 5028862 Serial No. 86804745	ATLANTIC COAST MEDIA GROUP, LLC
United States	YOUR BEAUTY ADVISOR Reg. No. 3888328 Serial No. 85068875	ATLANTIC COAST MEDIA GROUP, LLC
United States	LASHATONE Reg. No. 3862008 Serial No. 77879021	ATLANTIC COAST MEDIA GROUP, LLC
United States	INSTANT EFFECT Reg. No. 4376764 Serial No. 77966529	ATLANTIC COAST MEDIA GROUP, LLC
United States	KERANIQUE Reg. No. 4129060 Serial No. 77730835	ATLANTIC COAST MEDIA GROUP, LLC
United States	LUMINIQUE Reg. No. 4112808 Serial No. 85194900	BELLEZZA PRODUCTS L.L.C.
United States	HYDROXATONE Reg. No. 3312417 Serial No. 78923690	BELLEZZA PRODUCTS L.L.C.

Country	Trademark/ Registration No/ Application No.	Assignor
United States	LUMINIQUE Reg. No. 3829055 Serial No. 77613532	BELLEZZA PRODUCTS L.L.C.
United States	INSTANT FACE LIFT Reg. No. 4383631 Serial No. 85805092	HYDROXATONE, LLC
United States	CLEAR FUSION Reg. No. 5137816 Serial No. 85960213	HYDROXATONE, LLC
United States	DECLATONE Reg. No. 3815545 Serial No. 77730832	HYDROXATONE, LLC
United States	KERAVIATIN Reg. No. 5282417 Serial No. 87074421	INTERNATIONAL HAIR INSTITUTE, LLC
Australia	HYDROXATONE No. 1601951	HYDROXATONE, LLC
Australia	KERANIQUE No. 1601954	INTERNATIONAL HAIR INSTITUTE, LLC
China	KERANIQUE No. 34601790	ATLANTIC COAST MEDIA GROUP, LLC
China	KERANIQUE and Design No. 17073433	ATLANTIC COAST MEDIA GROUP, LLC
China	THICK HEAD and Design No. 34605912	ATLANTIC COAST MEDIA GROUP, LLC
China	THICK HEAD No. 34609843	ATLANTIC COAST MEDIA GROUP, LLC
European Union	HYDROXATONE and Design No. 010025146	HYDROXATONE LLC

Country	Trademark/ Registration No/ Application No.	Assignor
European Union	KERANIQUE No. 012021093	INTERNATIONAL HAIR INSTITUTE, LLC
Hong Kong	HYDROXATONE No. 300766215	BELLEZZA PRODUCTS, LLC
Hong Kong	KERANIQUE and Design No. 304723461	ATLANTIC COAST MEDIA GROUP, LLC
Hong Kong	KERANIQUE and Design No. 304723470	ATLANTIC COAST MEDIA GROUP, LLC
Hong Kong	THICK HEAD and Design No. 304724758	ATLANTIC COAST MEDIA GROUP, LLC
Hong Kong	THICK HEAD and Design No. 304724767	ATLANTIC COAST MEDIA GROUP, LLC
Japan	KERANIQUE No. 2018-137790	ATLANTIC COAST MEDIA GROUP LLC
Japan	THICK HEAD 2018-137791	ATLANTIC COAST MEDIA GROUP LLC
Russia	HYDROXATONE No. 2011720001	HYDROXATONE, LLC
S.Korea	KERANIQUE No. 4020180166607	ATLANTIC COAST MEDIA GROUP, LLC
S.Korea	THICK HEAD and Design No. 4020180166608	ATLANTIC COAST MEDIA GROUP, LLC
Thailand	HYDROXATONE and Design No. 814606	HYDROXATONE, LLC
Thailand	HYDROXATONE and Design No. 814607	HYDROXATONE, LLC

Country	Trademark/ Registration No/ Application No.	Assignor
United Kingdom	HYDROXATONE and Design No. 910025146	HYDROXATONE, LLC
United Kingdom	KERANIQUE No. 912021093	INTERNATIONAL HAIR INSTITUTE, LLC

TRADEMARK

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RECORDED: 07/12/2022