

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759099

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION                                       |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| <b>RESUBMIT DOCUMENT ID:</b> | 900708604  |

## CONVEYING PARTY DATA

| Name                  | Formerly | Execution Date | Entity Type                            |
|-----------------------|----------|----------------|--|
| Regis Corporation     |          | 06/29/2022     | Corporation: MINNESOTA                 |
| Fremont Software, LLC |          | 06/29/2022     | Limited Liability Company:<br>DELAWARE |

## RECEIVING PARTY DATA

|                        |                               |
|------------------------|-------------------------------|
| <b>Name:</b>           | Soham Inc                     |
| <b>Street Address:</b> | 15395 SE 30th Place Suite 100 |
| <b>City:</b>           | Bellevue                      |
| <b>State/Country:</b>  | WASHINGTON                    |
| <b>Postal Code:</b>    | 98007                         |
| <b>Entity Type:</b>    | Corporation: DELAWARE         |

## PROPERTY NUMBERS Total: 5

| Property Type               | Number   | Word Mark     |
|-----------------------------|----------|---------------|
| <b>Registration Number:</b> | 6342468  | S             |
| <b>Registration Number:</b> | 6142667  | OPENSALON     |
| <b>Serial Number:</b>       | 90013533 | OPENSALON PRO |
| <b>Serial Number:</b>       | 88585166 | OPENSALON     |
| <b>Serial Number:</b>       | 88270885 | OPEN SALON    |

## CORRESPONDENCE DATA

Fax Number: 2066247317

*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: 206.332.1107

Email: bhipdocket@bakerlaw.com

Correspondent Name: Timothy D. Casey

Address Line 1: 999 Third Avenue, Suite 3900

Address Line 2: BakerHostetler

Address Line 4: Seattle, WASHINGTON 98104-4076

|                                |                  |
|--------------------------------|------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 107375.55555     |
| <b>NAME OF SUBMITTER:</b>      | Timothy D. Casey |

|  |                    |
|--|--------------------|
| <b>SIGNATURE:</b>  | /Timothy D. Casey/ |
| <b>DATE SIGNED:</b>  | 10/04/2022         |
| <b>Total Attachments: 7</b><br>source=107375.020001Assignment62922#page1.tif<br>source=107375.020001Assignment62922#page2.tif<br>source=107375.020001Assignment62922#page3.tif<br>source=107375.020001Assignment62922#page4.tif<br>source=107375.020001Assignment62922#page5.tif<br>source=107375.020001Assignment62922#page6.tif<br>source=107375.020001Assignment62922#page7.tif |                    |

Intellectual Property Assignment Agreement

This Intellectual Property Assignment and Assumption Agreement (the "**IP Assignment Agreement**"), effective as of June 29, 2022 (the "**Effective Date**"), is by and between Regis Corporation, a Minnesota corporation ("**Regis**"), Fremont Software, LLC, a Delaware limited liability company ("**Fremont**"), (Regis and Fremont each an "**Assignor**," together, "**Assignors**"), and Soham Inc, a Delaware corporation ("**Assignee**" and, together with Assignors, the "**Parties**"), is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of June 9, 2022 (as amended, restated, modified or waived from time to time in accordance with its terms, the "**Asset Purchase Agreement**"), pursuant to which, among other things, Assignors have agreed to assign all of their rights, title and interests in, and Assignee has agreed to assume all of Assignors' right, title and interests in, the software and software-as-a-service solution identified in the Asset Purchase Agreement as Opensalon Pro Software and certain intellectual property identified in the Asset Purchase Agreement as Intellectual Property Assets ("**IP Assets**");

**NOW, THEREFORE**, in consideration of the good and valuable consideration provided under terms of the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment of IP Assets.** Pursuant to Section 2.01 of the Asset Purchase Agreement and upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignors hereby sell, assign, grant, convey and transfer to Assignee all of Assignors' right, title and interest in and to the IP Assets including at least the trademark registrations and applications listed in Schedule 1a attached hereto along with related goodwill, and patents registrations and applications listed in Schedule 1b attached hereto. Pursuant to Section 2.03 of the Asset Purchase Agreement and upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignee hereby accepts such assignment and assumes the Assumed Liabilities.
2. **Assignment of Rights.** Assignors also assign its right to collect damages for any infringement occurring prior to this assignment, which IP Assets include: (i) issued patents and patent applications, including any continuation, continuation-in-part, division, reissue, reexamination or otherwise related patent or application or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and hereby authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue any Letters Patent or similar legal protection to the Assignee; (ii) trademarks, service marks, logos, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing; (iii) copyrights, if any, including all applications and registrations; (iv) trade secrets, know-how, conceived of inventions (whether or not patentable and whether or not reduced to practice), technology, and other confidential and proprietary information and all rights therein; (v) internet domain names and social media accounts and pages; and (vi) other intellectual or industrial property and related proprietary rights, interests, and protections of any type or kind. Assignors authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for letters patent or similar legal protection related to the IP Assets, in its own name if desired, in any and all foreign countries.

3. Representations. Assignors represent to the Assignee, its successors and assigns, that Assignors have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. Assignors will at any time upon request, without additional consideration, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing copyrights, trademarks, trade secrets, or patent or similar legal protection on the IP in any and all countries.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this IP Assignment Agreement to be effective as of the date first above written.

**Assignee:**

SOHAM INC.

By: Dheeraj Kowaru

Name: DHEERAJ KOWARU

Title: SVP OF SALES

Date: June 28<sup>th</sup>, 2022

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ He is personally known to me or he has produced a driver's license as identification.

*Please See attached*

Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

*[Signature page to Intellectual Property Assignment Agreement]*

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

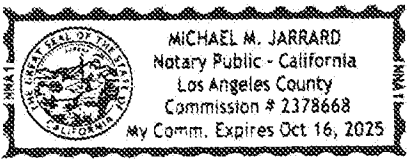
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }  
On June 28th, 2022 before me, Michael M. Jarrard, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Dheeraj Konera  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and, or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document  
Title or Type of Document: Intellectual Property Assignment Agreement  
Document Date: June 28th, 2022 Number of Pages: 2  
Signer(s) Other Than Named Above:  
Capacity(ies) Claimed by Signer(s)  
Signer's Name: Dheeraj Konera Signer's Name:  
 Corporate Officer -- Title(s):  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: SVP of Sales  
Signer is Representing:

Assignor:

FREMONT SOFTWARE, LLC

By: *Matthew Doctor*

Name: MATTHEW DOCTOR

Title: CEO

Date: June \_\_, 2022

REGIS CORPORATION

By: *Matthew Doctor*

Name: MATTHEW DOCTOR

Title: CEO

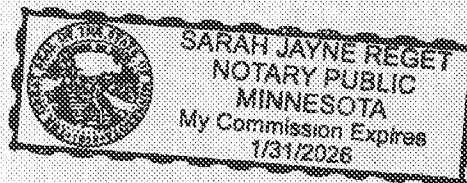
Date: June \_\_, 2022

STATE OF Minnesota  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Matt Doctor, as CEO of Regis, a Minnesota Corporation. He is personally known to me or he has produced a driver's license as identification.

*Sarah J. Reget*  
Notary Public, State of Minnesota  
Print Name: Sarah Reget  
Notary Commission No.: 1262412000037  
My Commission Expires: 1/31/2026

[NOTARIAL SEAL]



[Signature page to Intellectual Property Assignment Agreement]

Schedule 1a: Trademarks

| COUNTRY        | MARK             | CLASS (NICE) | FILING DATE | REG. DATE | APPL. SERIAL NUMBER | REG. NUMBER | STATUS  |
|----------------|------------------|--------------|-------------|-----------|---------------------|-------------|---------|
| United States  | OPENSALON PRO    |              | 6/22/2020   |           | 90,013,533          |             | Pending |
| United States  | Logo only        | 9, 42        | 8/20/2019   | 4/5/2021  | 88,586,118          | 6342468     | Active  |
| United States  | OPENSALON & logo | 9, 42        | 8/20/2019   |           | 88,585,166          |             | Pending |
| United States  | OPEN SALON       | 9, 42        | 1/22/2019   |           | 88,270,885          |             | Pending |
| United States  | OPENSALON        | 9, 42        | 1/10/2019   | 9/1/2020  | 88256739            | 6,142,667   | Active  |
| India          | Logo only        | 9, 35, 42    | 2/16/2021   | 2/16/2021 | 4865717             | 4,865,717   | Active  |
| India          | OPENSALON PRO    | 9, 35, 42    | 2/16/2021   |           | 4,865,718           |             | Pending |
| India          | OPENSALON (word) | 9, 35, 42    | 2/16/2021   |           | 4,865,719           |             | Pending |
| Mexico         | Logo only        | 9            | 9/24/2019   | 1/29/2020 | 0119852267069       | 2078449     | Active  |
| Mexico         | OPENSALON & logo | 9            | 9/24/2019   |           | 0119852267068       |             | Pending |
| Mexico         | OPENSALON (word) | 9            | 9/24/2019   |           | 0119852267071       |             | Pending |
| Canada         | Logo only        | 42           | 8/16/2019   |           | 1,980,990           |             | Pending |
| Canada         | OPENSALON & logo | 42           | 8/16/2019   |           | 1,980,988           |             | Pending |
| Canada         | OPENSALON (word) | 42           | 8/16/2019   |           | 1,980,989           |             | Pending |
| United Kingdom | Logo only        | 9, 35        | 8/20/2019   | 11/8/2019 |                     | 3,422,629   | Active  |
| United Kingdom | OPENSALON & logo | 9, 35        | 8/20/2019   | 11/8/2019 |                     | 3,422,619   | Active  |
| United Kingdom | OPENSALON (word) | 9, 35        | 8/20/2019   | 11/8/2019 |                     | 3,422,554   | Active  |



**Schedule 1b: Patents**

| Patent Type              | Country       | Filing Date | Application Number  | Patent Number | Filing Status |
|--------------------------|---------------|-------------|---------------------|---------------|---------------|
| Utility: Foreign         | Brazil        | 6/21/2021   | BR 11 2021 012211 7 |               | Pending       |
| Utility: Foreign         | Brazil        | 6/21/2021   | BR 11 2021 012206 0 |               | Pending       |
| Utility: Foreign         | Brazil        | 6/21/2021   | BR 11 2021 012216 8 |               | Pending       |
| Utility: Foreign         | Canada        | 5/20/2021   | 3120838             |               | Pending       |
| Utility: Foreign         | Canada        | 5/20/2021   | 3120801             |               | Pending       |
| Utility: Foreign         | Canada        | 5/20/2021   | 3120786             |               | Pending       |
| Utility: Foreign         | Europe        | 2/26/2021   | 19888274.8          |               | Pending       |
| Utility: Foreign         | Europe        | 2/26/2021   | 19848916.3          |               | Pending       |
| Utility: Foreign         | Europe        | 2/17/2021   | 19848845.4          |               | Pending       |
| Utility: Foreign         | India         | 3/15/2021   | 202137010874.00     |               | Pending       |
| Utility: Foreign         | India         | 3/15/2021   | 2021137010876.00    |               | Pending       |
| Utility: Foreign         | India         | 3/15/2021   | 202137010885.00     |               | Pending       |
| Utility: Foreign         | Malaysia      | 5/27/2021   | PI2021002934        |               | Pending       |
| Utility: Foreign         | Malaysia      | 5/28/2021   | PI2021002970        |               | Pending       |
| Utility: Foreign         | Malaysia      | 5/28/2021   | PI2021002959        |               | Pending       |
| Utility: Foreign         | Mexico        | 6/18/2021   | MX/a/2021/007457    |               | Pending       |
| Utility: Foreign         | Mexico        | 6/18/2021   | MX/a/2021/007458    |               | Pending       |
| Utility: Foreign         | Mexico        | 6/18/2021   | MX/a/2021/007459    |               | Pending       |
| Utility: PCT             | PCT           | 12/20/2019  | PCT/US19/67934      |               | Pending       |
| Utility: PCT             | PCT           | 12/20/2019  | PCT/US19/67982      |               | Pending       |
| Utility: PCT             | PCT           | 12/20/2019  | PCT/US19/68003      |               | Pending       |
| Utility: Foreign         | Singapore     | 5/27/2021   | 11202105581V        |               | Pending       |
| Utility: Foreign         | Singapore     | 5/28/2021   | 11202105646Y        |               | Pending       |
| Utility: Foreign         | Singapore     | 5/28/2021   | 11202105657W        |               | Pending       |
| Utility: Foreign         | Thailand      | 6/2/2021    | 2101003186          |               | Pending       |
| Utility: Foreign         | Thailand      | 6/18/2021   | 2101003631          |               | Pending       |
| Utility: Foreign         | Thailand      | 6/2/2021    | 2101003187          |               | Pending       |
| Utility: Non-Provisional | United States | 4/8/2019    | 16/377,939          |               | Pending       |
| Utility: Provisional     | United States | 12/21/2018  | 62/784,048          |               | Expired       |
| Utility: Non-Provisional | United States | 5/9/2019    | 16/408,109          |               | Pending       |
| Utility: Non-Provisional | United States | 5/23/2019   | 16/420,700          |               | Pending       |
| Utility: Foreign         | Hong Kong     |             | HK 40044965         |               | Pending       |
| Utility: Foreign         | Hong Kong     |             | HK 40044889         |               | Pending       |
| Utility: Foreign         | Hong Kong     |             | HK 40042847         |               | Pending       |