

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM782059

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900725501		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rosenthal & Rosenthal, Inc.		10/11/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Reprisal Beauty LLC		
<b>Street Address:</b>	40 Saw Mill Pond Rd		
<b>City:</b>	Edison		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08817		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5067809	YBF	
<b>Registration Number:</b>	4002704	YBF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9086246288		
<b>Email:</b>	rromanaux@olenderfeldman.com		
<b>Correspondent Name:</b>	regina romanaux		
<b>Address Line 1:</b>	422 Morris Ave		
<b>Address Line 4:</b>	Summit, NEW JERSEY 07901		
<b>NAME OF SUBMITTER:</b>	Kurt D. Olender		
<b>SIGNATURE:</b>	/Kurt D. Olender/		
<b>DATE SIGNED:</b>	01/23/2023		
<b>Total Attachments: 3</b>			
source=Visual Beauty Amended and Restated Trademark Assignment YBF Reprisal Beauty#page1.tif			
source=Visual Beauty Amended and Restated Trademark Assignment YBF Reprisal Beauty#page2.tif			
source=Visual Beauty Amended and Restated Trademark Assignment YBF Reprisal Beauty#page3.tif			

AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT (this “**Restated Assignment**”) is executed as of January 19, 2023 and effective as of October 11, 2022 (the “**Effective Date**”), by and between ROSENTHAL & ROSENTHAL, INC., a New York corporation, having offices at 1370 Broadway, New York, New York 10019 (the “**Assignor**”), as secured party in possession of the registered trademarks of Visual Beauty LLC, a Delaware limited liability company (the “**Borrower**”) listed on Exhibit A hereto (the “**Assigned Trademarks**”), and REPRISAL BEAUTY LLC, a New Jersey limited liability company located at 40 Saw Mill Pond Rd, Edison NJ 08817 (the “**Assignee**,” and, together with the Assignor, each a “**Party**” and together, the “**Parties**”).

**BACKGROUND**

**WHEREAS**, the Parties previously executed that certain Trademark Assignment Agreement (the “**Original Agreement**”) dated October 11, 2022; and

**WHEREAS**, in order to correct a scrivener’s error to the Original Agreement, the Parties have determined that it is in their best interest to enter into this Restated Assignment.

**WITNESSETH:**

**WHEREAS**, Assignor is the secured party with a security interest in the Assigned Trademarks; and

**WHEREAS**, Assignee agrees to purchase, and Assignor agrees to assign and transfer, all the rights and interests to the Assigned Trademarks pursuant to the terms of that certain Secured Creditor Asset Sale Agreement, dated as of September 29, 2022 (the “**Sale Agreement**”), by and between Assignor and Assignee.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth in the Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby agrees and affirms that, in accordance with and as a result of the secured party sale referenced above and as set forth in the Sale Agreement, Assignor has transferred and assigned to Assignee Borrower’s entire right, title, interest, and all good will associated with the Assigned Trademarks, including business related to the Assigned Trademarks and all trademark applications and registrations therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns. THE AFOREMENTIONED ASSIGNMENT IS MADE WITHOUT ANY RECOURSE, REPRESENTATION, OR WARRANTY OF ANY KIND OF ANY KIND BY ASSIGNOR EXCEPT AS SET FORTH IN THE SALE AGREEMENT.
2. Amendment. This Restated Assignment may not be amended, modified, waived, or terminated except in writing signed by the Parties.
3. Binding Effect. This Restated Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

- 4. Governing Law. This Restated Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.
- 5. Execution. This Restated Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 6. Authorization. Assignor hereby requests and authorizes the Commissioner of Patents and trademark, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Restated Assignment and to record and/or register Assignee as the assignee and owner of the Assigned Trademarks.
- 7. Conflicts. In the event of any conflict or inconsistency between the terms of this Restated Assignment and the Trademark Security Agreement and the Sale Agreement, the terms of the Sale Agreement shall control.

IN WITNESS WHEREOF, the Parties have caused this Restated Assignment to be duly executed as of the Effective Date first above written.

**ASSIGNOR:**

**ROSENTHAL & ROSENTHAL, INC.**

By: *Gary Norman*  
DocuSigned by: 2903288B09B445F...

Name: Gary Norman

Title: Executive Vice President

**ASSIGNEE:**

**REPRISAL BEAUTY LLC**

By: *Robert J. Sandbach*  
DocuSigned by: 4AEA7F47A20CA28...

Name: Robert J. Sandbach

Title: CEO

**Exhibit A**

Assigned Trademarks

	<b>Trademark</b>	<b>Serial/Reg. No.</b>	<b>Filing Date</b>
1.	YBF	86942723/5067809	March 16, 2016
2.	YBF	77324000/4002704	November 7, 2007