

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806149

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900766381

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
John Paul Products, LLC		01/01/2023	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	John Paul Mitchell Systems
<b>Street Address:</b>	20705 Centre Pointe Parkway
<b>City:</b>	Santa Clarita
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91350
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	6208988	JP PET
<b>Registration Number:</b>	6406284	JOHN PAUL PET
<b>Registration Number:</b>	6209051	JOHN PAUL PET PALS

## CORRESPONDENCE DATA

## Fax Number:

*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:** 3102483888  
**Email:** ip@jpms.com  
**Correspondent Name:** Jacqueline Loza  
**Address Line 1:** 20705 Centre Pointe Parkway  
**Address Line 4:** Santa Clarita, CALIFORNIA 91350

<b>NAME OF SUBMITTER:</b>	Jacqueline Loza
<b>SIGNATURE:</b>	/Jacqueline Loza/
<b>DATE SIGNED:</b>	04/26/2023

## Total Attachments: 24

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “**Trademark Assignment**”) dated as of January 1, 2023 (the “**Effective Date**”), is made and entered into by and between John Paul Products, LLC (collectively, “**Assignor**”), on the one hand, and John Paul Mitchell Systems (“**Assignee**”), on the other hand.

### RECITALS:

**WHEREAS**, Assignor and Assignee have entered into that certain Purchase Agreement dated as of the Effective Date (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Purchase Agreement**”, to which reference is made for terms not otherwise defined herein), pursuant to which Assignor did contribute, convey, transfer, assign and deliver to Assignee all of its legal and beneficial right, title and interest in and to certain assets, including the Assigned U.S. Marks (as defined below); and

**WHEREAS**, Assignee wishes to obtain a document suitable for recording in the United States Patent and Trademark Office for the purposes of evidencing the assignment of all of Assignor's right, title and interest in and to the Assigned U.S. Marks, and Assignor wishes to provide the same to Assignee.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Assignment.** Pursuant to the Purchase Agreement, the parties acknowledged and agreed that, upon the execution thereof, the Assignee would own all U.S. right, title and interest in and to the marks set forth on **Schedule A** attached hereto and in the goodwill associated with same (the “**Assigned U.S. Marks**”). As of the date hereof, the Assignor, to the extent it may own any right, title or interest in and to the Assigned U.S. Marks, hereby unconditionally and irrevocably conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor’s right, title and interest in and to the following with respect to the Assigned U.S. Marks: (i) the trademark registrations, trademark applications, common law rights and goodwill in and to the Assigned U.S. Marks and all issuances, extensions and renewals thereof; (ii) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (iv) any and all claims and causes of action, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, with respect to any of the foregoing; provided, that with respect to any Assigned U.S. Marks that have United States intent-to-use trademark applications for which an affidavit of use has not yet been filed, the transfer and assignment of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications. Notwithstanding anything to the contrary in this Trademark Assignment, Assignee acknowledges that the name “John Paul” refers to John Paul DeJoria and is not owned by Assignor.

2. **Recordation and Further Actions.** The Assignor authorizes any governmental authority to record and register the trademark assignments evidenced by this Trademark Assignment upon request

by the Assignee. The Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned U.S. Marks are properly assigned to the Assignee, or any assignee or successor thereto.

3. **Expenses.** All expenses of recordation and further actions pursuant to Section 2 hereof shall be paid or reimbursed by Assignee.

4. **Entire Agreement.** This Trademark Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; **provided, however,** that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment. In the event of a conflict between the terms and conditions of this Trademark Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall prevail.

5. **Successors and Assigns.** This Trademark Assignment is fully assignable by Assignee, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of California applicable to agreements made and fully performed within the State of California.

7. **Counterparts.** This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Further, a facsimile or electronic signature is acceptable and shall be treated as an original.

*(Signatures begin on following page)*

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

**ASSIGNOR:**

JOHN PAUL PRODUCTS, LLC


By: John Capra  
Name: John Capra  
Its: Manager

**ASSIGNEE:**


JOHN PAUL MITCHELL SYSTEMS

By: Jason yates  
Name: Jason Yates  
Its: President

**SCHEDULE A**  
**ASSIGNED MARKS**

Trademark:	Design	Filing Date:	Registration #:	Reg. Date:	Status:
JP PET		11/13/2019	6208988	12/1/2020	Registered
JOHN PAUL PET	Standard Character Mark	11/13/2019	6406284	7/6/2021	Registered
JOHN PAUL PET PALS	Standard Character Mark	11/29/2019	6209051	12/1/2020	Registered

**Signature:**   
JOHN PAUL PET PALS, 13.47.9371  
**Email:** johncapra@sbccglobal.net

**Signature:**   
JOHN PAUL PET PALS, 13.47.9371  
**Email:** jason.yates@jpmms.com










# JPMS - JPP Trademark Assignment Agreement (2023-1-1)

Final Audit Report

2023-01-03

Created:	2023-01-03
By:	Jacqueline Loza (jacqueline.loza@jpms.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6WIEON9xTIP3dn91KAPa7uc86Yxeim9

## "JPMS - JPP Trademark Assignment Agreement (2023-1-1)" History

-  Document created by Jacqueline Loza (jacqueline.loza@jpms.com)  
2023-01-03 - 9:31:32 PM GMT
-  Document emailed to johncapra@sbcglobal.net for signature  
2023-01-03 - 9:33:33 PM GMT
-  Email viewed by johncapra@sbcglobal.net  
2023-01-03 - 9:39:30 PM GMT
-  Signer johncapra@sbcglobal.net entered name at signing as John Caprs  
2023-01-03 - 9:47:44 PM GMT
-  Document e-signed by John Caprs (johncapra@sbcglobal.net)  
Signature Date: 2023-01-03 - 9:47:46 PM GMT - Time Source: server
-  Document emailed to Jason Yates (jason.yates@jpms.com) for signature  
2023-01-03 - 9:47:47 PM GMT
-  Email viewed by Jason Yates (jason.yates@jpms.com)  
2023-01-03 - 10:31:46 PM GMT
-  Document e-signed by Jason Yates (jason.yates@jpms.com)  
Signature Date: 2023-01-03 - 10:32:22 PM GMT - Time Source: server
-  Agreement completed.  
2023-01-03 - 10:32:22 PM GMT

**PURCHASE AGREEMENT**

**by and among**

**JOHN PAUL PRODUCTS, LLC**

**and**

**JOHN PAUL MITCHELL SYSTEMS**



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**PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT** (this “**Agreement**”) is made as of January 1, 2023 (the “**Effective Date**”), by and among John Paul Products, LLC (“**Seller**”) and John Paul Mitchell Systems (“**Buyer**”). The parties to this Agreement are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.” Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in Article VIII.

**RECITALS**

WHEREAS, the Seller is engaged in the business (the “**Business**”) of developing, manufacturing, distributing, marketing and selling hair care products for animals and pets under the “John Paul Pet” brand (the “**Brand**”);

WHEREAS, the Seller desires to transfer to Buyer, and Buyer desires to acquire from the Seller, all Intellectual Property of the Seller used in or held for use in the conduct of the Business, as well as certain other Purchased Assets (as defined herein) reasonably necessary for the conduct of the Business by Buyer, taking into account Buyer’s current research and development, distribution, marketing and sales capabilities, for the consideration and under the specified terms and conditions as set forth herein;

WHEREAS, the Parties desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual representations, warranties, promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES; ROYALTY PAYMENT

1.1 **Purchased Assets.** The Seller hereby conveys, transfers, assigns and delivers to the Buyer, free and clear of all liens or encumbrances, and the Buyer hereby acquires from the Seller, all of the right, title and interest in and to the assets and rights of any kind, whether tangible or intangible, owned by the Seller or in which the Seller has any interest that Buyer will reasonably require to conduct of the Business (collectively, the “**Purchased Assets**”), including all of the right, title and interest of the Seller in or to the following to the extent such assets exist:

(a) all of the Seller’s rights under all agreements used in or held for use in the conduct of the Business, to the extent transferrable other than this Agreement;

(b) all inventory and work-in-process of such Seller used in or held for use in the conduct of the Business, including those set forth on **Schedule A** (the “**Closing Date Inventory**”);

- (c) the goodwill and going-concern value of the Business;
- (d) all Intellectual Property of the Seller used in or held for use in the conduct of the Business, including those items set forth on **Schedule B (“Purchased IP”)**;
- (e) all licensing and merchandising-related assets of the Seller used in or held for use in the conduct of the Business;
- (f) all available supplies, sales literature, promotional literature, client and vendor lists, art work, telephone and fax numbers, email addresses, domain names, online accounts and passwords, and purchasing records, of the Seller used in or held for use in the conduct of the Business; provided, however, that nothing herein shall limit the Seller’s ability to retain a copy of such information for his or its personal records; and
- (g) all Permits of the Seller used in or held for use in the conduct of the Business, to the extent transferrable.

1.2 **Assumption of Liabilities.** Upon the terms contained in this Agreement, the Buyer hereby assumes and shall be responsible for all Liabilities, obligations and commitments solely to the extent arising out of the ownership or use of the Purchased Assets by Buyer after the Effective Date, except for Excluded Liabilities (collectively, the **“Assumed Liabilities”**).

1.3 **Excluded Assets.** Notwithstanding anything herein to the contrary, the Seller shall retain, and the Purchased Assets shall expressly exclude (i) rights to the name “John Paul” to the extent owned by John Paul DeJoria or licensed to other Persons by him and (ii) all assets, properties, or rights of the Seller not directly related to the conduct of the Business or otherwise excluded by written consent of Buyer (collectively, the **“Excluded Assets”**).

1.4 **Excluded Liabilities.** Notwithstanding any other provision of this Agreement, Buyer shall not assume, or otherwise be responsible for, any Liabilities of the Seller that are not Assumed Liabilities (collectively, the **“Excluded Liabilities”**), including the Liabilities, obligations and commitments arising out of the production, sale, ownership or use of the Purchased Assets or otherwise out of the ownership or operation of the Business prior to the Effective Date.

1.5 **Royalty Payment.** As consideration for the sale of the Purchased Assets and other obligations under this Agreement, Buyer agrees to pay to Seller on a quarterly basis within 60 days after the last day of each calendar quarter, an amount (the **“License Fee”**) equal to 8% of Net Sales; provided however, that once Buyer has paid Seller an aggregate License Fee of \$2,000,000, then the percentage of Net Sales used to calculate the License Fee will decrease to 5% of Net Sales. The License Fee shall be paid for as long as Buyer (including any subsidiary of, successor to or assignee of Buyer) develops, manufactures, distributes, markets and/or sells any products for animals and pets using the Brand or formulas (the **“JPP Products”**). For purposes of calculating the License Fee, **“Net Sales”** means gross sales from the sale of JPP Products, including any Closing Date Inventory, by Buyer, less returns, allowances and discounts. Net Sales shall be calculated in a manner reasonably determined by Buyer. Buyer shall provide a summary with each payment that sets forth the gross sales during the subject period and the amount of returns, allowances and discounts. Seller shall have the right to review the underlying documents and in the event a miscalculation is found the next payment shall be appropriately adjusted.

1.6 **Closing Date Inventory.** Buyer will distribute, market and sell the Closing Date Inventory and will use its reasonable good faith efforts to sell such inventory in a reasonably timely fashion. Buyer will pay to Seller an amount equal to Seller’s original cost of any Closing Date Inventory as Buyer

sells such inventory. Any such payments shall be made on a quarterly basis within 60 days after the last day of each calendar quarter concurrently with the payment of the License Fee. Buyer shall have the right to scrap or rationalize any Closing Date Inventory it reasonably deems to be obsolete or expired as of December 31, 2023, without any liability to Seller. Any cost to dispose of such inventory shall be borne by Seller and offset against the License Fee.

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to Buyer as follows:

2.1 Organization. The Seller that is an entity is duly organized, validly existing and in good standing under the law or regulations of its jurisdiction of organization and all other jurisdictions in which its ownership of property or conduct of business requires it to be qualified except where qualification is not material to the Business.

2.2 Authorization; Enforceability. The Seller has all requisite power and authority, and has taken all action necessary, to execute and deliver this Agreement and each other document to which it is a party, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and each other document to which it is a party, and the consummation by the transactions contemplated thereby do not violate, conflict with or constitute a default under (i) the formation and governing documents of the Seller, (ii) any agreement to which the Seller is a party, or (iii) any law, statute, rule or regulation to which the Seller is subject, or any agreement, order, judgment or decree to which the Seller is subject.

2.3 Material Liabilities. To the Seller's Knowledge, there are no liabilities or obligations, absolute or contingent, of the Seller related to the Business except obligations and liabilities otherwise incurred in the ordinary course of business, in each case, that are not material, individually or in the aggregate.

2.4 Absence of Certain Developments. To the Seller's Knowledge, since June 1, 2022 there have been no events or circumstances of any kind that have had or could reasonably be expected to result in a material adverse impact on the Business.

2.5 Intellectual Property. To the Seller's Knowledge, none of the Purchased IP or the Seller's conduct of the Business infringes, dilutes, violates or constitutes an unauthorized use or misappropriation of any Intellectual Property of any Person, except as would not result in a material liability to the Business. No Seller has received any written notice or other written communication relating to any actual, alleged, or suspected infringement, misappropriation, or violation by the Purchased IP of any Intellectual Property of another Person. To the Knowledge of the Seller, no Person is misappropriating, infringing, diluting or violating any Purchased IP.

2.6 Litigation. There is no action, claim or proceeding pending or, to the Knowledge of the Seller, threatened against the Seller or pending or threatened by a Seller against any third party, with respect to the Business.

2.7 Compliance with Laws and Permits. At all times, (i) the Seller has conducted its respective business (including the Business) in compliance in all material respects with all applicable laws, regulations and permits; and (ii) Seller has not received written or, to the Knowledge of the Seller, oral notice of any violation or alleged violation of any laws, regulations or permits in connection with the conduct of its respective business (including the Business).

ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Seller as follows:

3.1 Organization. Buyer is an entity is duly organized, validly existing and in good standing under the law or regulations of its jurisdiction of organization and all other jurisdictions in which its ownership of property or conduct of business requires it to be qualified.

3.2 Authorization; Enforceability. The Buyer has all requisite power and authority, and has taken all action necessary, to execute and deliver this Agreement and each other document to which it is a party, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and each other document to which it is a party, and the consummation by the transactions contemplated thereby do not violate, conflict with or constitute a default under (i) the formation and governing documents of the Buyer, (ii) any agreement to which the Buyer is a party, or (iii) any law, statute, rule or regulation to which the Buyer is subject, or any agreement, order, judgment or decree to which the Buyer is subject.

ARTICLE IV  
COVENANTS

4.1 Confidentiality of Terms of Transaction. Except as otherwise provided in Section 4.3 or as may be required by law, regulatory process or under the terms of a subpoena or order issued by a court of competent jurisdiction or under a civil or investigative demand or similar process, each Party shall keep confidential the terms of this Agreement and the transactions described in this Agreement and therein, provided that each Party shall have the right to communicate and discuss with, and provide to, its legal advisors, representatives, officers or employees, directors, consultants and agents, (i) any information regarding the terms and status of this Agreement and the transactions contemplated hereby who are under professional duty or contractual obligation to maintain the confidentiality of such information, and (ii) the fact that the Business is being sold to Buyer; provided further that each Party shall be responsible for any breach of such obligations by its legal advisors, representatives, officers or employees, directors, consultants and agents for any disclosures made in violation of this paragraph by such persons.

4.2 Publicity. No Party shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media in respect thereof without the prior written consent of the other Party.

4.3 Insurance. Seller shall maintain its Commercial General Liability and Umbrella / Excess Liability Insurance as is in existence at the Effective Date until at least October 1, 2023 and shall name the Buyer, its affiliates and their respective successors and assigns as additional insureds on a primary and noncontributory basis.

4.4 Further Assurances.

(a) After the Effective Date, if any further actions are necessary to carry out the purposes of this Agreement, each Party shall take such further actions (including the execution and delivery of such further instruments and documents) as the other Party may reasonably request, all at the sole cost and expense of the requesting Party.

(b) If, at any time following the Effective Date, the Seller becomes aware (by notice from Buyer or otherwise) that Buyer did not receive all material assets of the Seller constituting Purchased

Assets at the Effective Date, the Seller shall, at the Seller's sole cost and expense, cause the prompt transfer of any such Purchased Assets not so received to Buyer. Prior to any such transfer, the Seller shall hold such Purchased Assets in trust for Buyer.

4.4 Name Change; Use of JPP Name. Seller shall cease the use of "John Paul Product" or "John Paul Pet" as part of its corporate or legal name and will change its legal name within thirty (30) Business Days after the Effective Date so as to not include any of the foregoing names or any derivations thereof. The Parties acknowledge and agree that Buyer shall have right to change the name and rebrand the products to include "Paul Mitchell" or related trademarks, in its reasonable discretion.

4.5 Closing Date Inventory Indemnity. Seller agrees that it will indemnify Buyer against any and all claims, liabilities, damages or causes of action (collectively, a "Claim") hereafter brought or asserted by any person or entity arising out of sale or use of any Closing Date Inventory for a period of three (3) years following the Effective Date, except where such Claim relates to an action or inaction by Buyer. Such indemnification obligation is conditioned upon Buyer promptly notifying Seller of any such claim. Such indemnification shall include reasonable attorneys' fees and other costs incurred by Buyer in the defense of any Claim; provided, however, Seller shall have the right to defend any Claim with its own counsel, which is reasonably acceptable to Buyer.

## ARTICLE V DEFINITIONS

"Copyrights" shall mean, regarding original works of authorship, all common law and statutory copyrights, rights in copyrights (including the right to make publication thereof for copyright purposes, to register claims under copyright, the right to renew and extend such copyrights, and the right to sue for past, present and future infringements of copyright), interests in copyrights, all applications for copyrights, registrations of copyrights and renewals and extensions of copyrights, domestic and foreign, heretofore or hereafter obtained upon such original works of authorship, as applicable, or any part thereof.

"Intellectual Property" shall mean: (a) trademarks, trade names, service marks, trade dress, corporate names, slogans, all translations, adaptations, derivations and combinations of the foregoing, together with all goodwill associated therewith, and all registrations, applications for registration, and renewals for any of the foregoing; (b) patents and patent applications, inventions (whether or not patentable or whether or not reduced to practice), invention disclosures, together with all improvements, reissues, continuations, continuations-in-part, revisions, divisional, extensions and re-examinations; (c) trade secrets, technology, discoveries, improvements, specifications, designs, samples, prototypes, product concepts, formulae, techniques, technical data and manuals, research, development and testing information, know how, development and manufacturing methods and processes, raw material samples and raw material information, chemical compositions, and other confidential information not readily ascertainable by proper means (including technical data, business plans and marketing plans and proposals); (d) Copyrights, applications for copyright registrations, and unregistered copyrights (including computer software, open source software, source code, executable code, data, databases and documentation); (e) Internet web site addresses, domain names and URLs; (f) social media accounts, logins and passwords; (g) rights of publicity, rights of privacy, rights to name and likeness, and similar rights; (h) vendor and customer information, consultant contacts and information, equipment, reports, forecasts, prices, cost and personnel data and (i) all other intellectual property and registrations and applications for any of the foregoing.

"Person" means and includes an individual, a partnership, a joint venture, a limited liability company, a corporation or trust, an unincorporated organization, a group, or a government or other department or agency thereof, or any other entity.

ARTICLE VI  
MISCELLANEOUS

6.1 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.2 Entire Agreement. This Agreement constitute the entire agreement between the Parties hereto and supersede any prior understandings, agreements or representations by or between such Parties, written or oral, that may have related in any way to the subject matter hereof.

6.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns, but neither this Agreement nor any of the rights or obligations hereunder may be assigned (whether by operation of law or regulation, through a change in control or otherwise) by the Seller without the prior written consent of Buyer.

6.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. It is the express intent of the Parties hereto to be bound by the exchange of signatures on this Agreement and any amendments hereto via facsimile or electronic mail via the portable document format (PDF) or similar electronic transmission.

6.5 Titles. The titles, captions or headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

6.6 Notices. All notices, requests, demands, claims and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by electronic mail; the business day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and five business days after the date mailed by certified or registered mail, postage prepaid, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to:

**If to Seller:**

John Paul Products, LLC  
495 Mariposa St.  
Ventura, CA 93001

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Attention: John Capra  
Email: johncapra@sbcglobal.net

**with a copy (which shall not constitute notice) to:**

Edward T. Swanson, Esq  
2071 N Altadena Dr  
Altadena, CA 91001  
Email: etswanson@att.net

**If to Buyer:**

John Paul Mitchell Systems  
20705 Centre Pointe Pkwy  
Santa Clarita, California 91350  
Attention: Jason Yates/President  
Email: jason.yates@jpms.com

**with a copy (which shall not constitute notice) to:**

John Paul Mitchell Systems  
20705 Centre Pointe Pkwy  
Santa Clarita, California 91350  
Attention: Peter Bartle/EVP, Legal & Business Affairs  
Email: peter.bartle@jpms.com

Any Party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means, but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving each other Party notice in the manner herein set forth.

6.7 Governing Law. This Agreement (and any claim or controversy arising out of or relating to this Agreement) shall be governed by and construed in accordance with the domestic law or regulations of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the law or regulations of any jurisdiction other than the State of California.

6.8 Amendment or Modification. This Agreement may not be amended except in a written instrument executed by each of the Parties. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

6.9 Waivers. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party hereto of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The failure of a Party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

6.10 Construction. The section headings contained herein are for reference purposes only and do not broaden or otherwise affect any of the provisions of the Agreement.




6.11 Severability of Provisions. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, such term or provision (or portion thereof as applicable) will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, to the end that the transactions contemplated by this Agreement are fulfilled to the greatest extent possible.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the date first above written.


**BUYER:**

JOHN PAUL MITCHELL SYSTEMS

By:   
Name: Jason Yates  
Its: President

**SELLER:**

JOHN PAUL PRODUCTS, LLC

By:   
Name: John Capra  
Its: Manager

[Signature Page to Purchase Agreement]


**Schedule A**  
**Closing Date Inventory**

[See attached]

Item	Product Name	Quantity	Bottles	Cap	Sprayer	Fill	Unit Cost	Extended Cost
JPS853	Gallon, JP Pet Oatmeal Shampoo	1,437	\$ 1.24			\$ 7.38	\$ 8.62	\$ 12,386.94
JPS860	Gallon, JP Pet Oatmeal Conditioning Rinse	1,144	\$ 1.24			\$ 7.38	\$ 8.62	\$ 9,861.28
JPS8818	Gallon, JP Pet Tearless Puppy and Kitten Shampoo	905	\$ 1.24			\$ 9.43	\$ 10.67	\$ 9,656.35
JPW01	Wipes, JP Pet Dog Full Body and Paw	48,958					\$ 1.26	\$ 50,509.62
JPW05	Wipes, JP Pet Teeth And Gums	40,087					\$ 1.26	\$ 46,132.38
JPW06	Wipes, JP Pet Ear and Eye	36,613					\$ 1.26	\$ 46,132.38
JPS543	16 oz, JP Pet Oatmeal Shampoo	28,120	\$ 0.44	\$ 0.07		\$ 1.12	\$ 1.63	\$ 45,886.22
JPS5460	16 oz, JP Pet Oatmeal Conditioning Rinse	38,132	\$ 0.44	\$ 0.07		\$ 1.03	\$ 1.54	\$ 58,791.92
JPS5484	16 oz, JP Pet Tea Tree Shampoo	10,935	\$ 0.36	\$ 0.07		\$ 1.12	\$ 1.55	\$ 16,956.90
JPS5491	16 oz, JP Super Bright Shampoo	17,623	\$ 0.31	\$ 0.07		\$ 1.18	\$ 1.56	\$ 27,584.13
JPS5522	8.5 oz, (250ml) JP Pet Waterless Foarn Oatmeal Shampoo	4,651	\$ 0.31	\$ 0.44		\$ 0.66	\$ 1.41	\$ 6,570.47
JPS5600	16 oz, JP Pet Wild Ginger Shampoo	12,539	\$ 0.34	\$ 0.07		\$ 1.43	\$ 1.84	\$ 23,086.81
JPS5602	8 oz, JP Pet Wild Ginger Shine Spray	1,236	\$ 0.33		\$ 0.19	\$ 1.00	\$ 1.51	\$ 1,870.34
JPS5603	16 oz, JP Pet Lavender Mint Shampoo	37,370	\$ 0.30	\$ 0.07		\$ 1.39	\$ 1.76	\$ 65,920.68
JPS5605	8 oz, JP Pet Lavender Mint Detangling Spray	29,421	\$ 0.25		\$ 0.19	\$ 1.06	\$ 1.50	\$ 44,137.97
JPS6801	8 oz, JP Pet Tearless Puppy and Kitten Shampoo	2,534	\$ 0.22		\$ 0.19	\$ 0.94	\$ 1.35	\$ 3,410.31
JPS6818	16 oz, JP Pet Tea Tree Conditioning Spray	27,635	\$ 0.31	\$ 0.07		\$ 1.22	\$ 1.60	\$ 44,329.30
JPS6901	8 oz, JP Pet Tea Tree Conditioning Spray	14,295	\$ 0.20		\$ 0.19	\$ 0.93	\$ 1.32	\$ 18,819.65
JP401GB	Brush, JP Pet Grooming Brush	7,347						
JP604	Comb, JP Pet Flea	2,844						
JP803D	Mug, JP Pet Dog	2,031						
JPTWB	Bowl, JP Pet Travel Water	4,124						
JPD58	Bag, JP Pet Retail Draw String w/Paw Prints	1,613						
JP007	Display, JP Pet Empty	118						
JP007D	Divider, JP Pet Empty Display	1,032						
JP007DB	Base, JP Pet Empty Display	362						
JP007DSF	Shell, JP Pet Empty Display	600						
JP007DT	Tray, JP Pet Empty Display	688						
JP007HC	Header Card, JP Pet Empty Display	836						
JP007S	Stripper, JP Pet Empty Display	592						
JPR	Riser, John Paul Pet	965						
JPCPIC	Card, JP Pet Product List (Color)	1,919						
JPT	Hang Tag, JP Pet	21,002						
		399,688						\$ 547,578.35

**Schedule B**  
**Intellectual Property**

**Registered Trademarks**

Trademark:	Design	Filing Date:	Registration #:	Reg. Date:	Status:
JP PET		11/13/2019	6208988	12/1/2020	Registered
JOHN PAUL PET	Standard Character Mark	11/13/2019	6406284	7/6/2021	Registered
JOHN PAUL PET PALS	Standard Character Mark	11/29/2019	6209051	12/1/2020	Registered

**Registered Copyrights**

Title	Date of Creation	Claimant	Copyright Registration/Date
John Paul pet product design collection.	2002	Rodney J. Loomis (author of a work made for hire)	VAu000717751 / 2006-04-05
John Paul pet package information logo.	2002	Rodney J. Loomis (author of a work made for hire)	VAu000717658 / 2006-04-05
Cooper's Story	2014	John Paul Pet, LLC	TXu001918865 / 2014-08-25
JOHN PAUL PETSCHOOL PET GROOMING FUNDAMENTALS.	2014	JOHN PAUL PETSCHOOL, pseud. of SAEED ROUHIFAR	TXu001964376 / 2015-05-26

**Domain Names**

[www.johnpaulpet.com](http://www.johnpaulpet.com)










# JPMS - JPP Purchase Agreement (2023-1-1) (Final)

Final Audit Report

2023-01-03

Created:	2023-01-03
By:	Jacqueline Loza (jacqueline.loza@jpms.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjhFK3gEthrNMOQVadKR-HDLaR-LQqXdu

## "JPMS - JPP Purchase Agreement (2023-1-1)(Final)" History

-  Document created by Jacqueline Loza (jacqueline.loza@jpms.com)  
2023-01-03 - 9:29:58 PM GMT
-  Document emailed to johncapra@sbcglobal.net for signature  
2023-01-03 - 9:31:06 PM GMT
-  Email viewed by johncapra@sbcglobal.net  
2023-01-03 - 9:49:52 PM GMT
-  Signer johncapra@sbcglobal.net entered name at signing as John Caprs  
2023-01-03 - 9:59:43 PM GMT
-  Document e-signed by John Caprs (johncapra@sbcglobal.net)  
Signature Date: 2023-01-03 - 9:59:45 PM GMT - Time Source: server
-  Document emailed to Jason Yates (jason.yates@jpms.com) for signature  
2023-01-03 - 9:59:46 PM GMT
-  Email viewed by Jason Yates (jason.yates@jpms.com)  
2023-01-03 - 10:33:00 PM GMT
-  Document e-signed by Jason Yates (jason.yates@jpms.com)  
Signature Date: 2023-01-03 - 10:33:37 PM GMT - Time Source: server
-  Agreement completed.  
2023-01-03 - 10:33:37 PM GMT

## ASSIGNMENT OF RIGHTS

This Assignment of Rights (this “**Assignment**”), dated as of January 1, 2023 (the “**Effective Date**”), is made and entered into by and between John Paul Products, LLC (collectively, “**Assignor**”), on the one hand, and John Paul Mitchell Systems (“**Assignee**”), on the other hand.

Assignor does hereby assign, transfer, set over and convey to Assignee, exclusively and perpetually, (i) all of Assignor’s right, title and interest throughout the universe, in and to all of the original works of authorship relating to the Business (as defined in the Purchase Agreement referenced below) and all copyrights and copyrightable interests relating to such works of authorship (collectively, the “**Property**”); (ii) any of Assignor’s rights relating to the underlying material upon which the works of authorship are based; (iii) any and all rights which may later arise, be created, or be acquired by Assignor in or to the works of authorship or any derivative works relating thereto; and (iv) any and all causes of action which Assignor now has or hereafter may have for any past, present, or future infringement or interference with any of the rights granted to Assignee herein in and to the works of authorship and/or the copyrights therein. Furthermore, Assignor acknowledges and agrees that, by this Assignment, all rights of Assignor, if any, in and to the Property are hereby deemed irrevocably vested in Assignee. Notwithstanding anything to the contrary in this Assignment, Assignee acknowledges that the name “John Paul” refers to John Paul DeJoria and is not owned by Assignor.

Assignor and Assignee have entered into that certain Purchase Agreement dated as of the Effective Date (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Purchase Agreement**”, to which reference is made for terms not otherwise defined herein), relating to the assignment of the foregoing rights in and to said Property, which rights are more fully described in the Purchase Agreement. This Assignment is expressly made subject to all of the terms, conditions and provisions contained in the Purchase Agreement.

Assignor represents and warrants that it has the power and authority to enter into this Assignment.

This Assignment is fully assignable by Assignee, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment and the Purchase Agreement constitute the parties’ entire understanding with respect to the subject matter hereof, and supersede all prior agreements and understandings, whether oral, written or otherwise. This Assignment can be amended only by a written instrument signed by the parties. This Assignment shall be governed by the internal laws of the State of California without regard to conflict of laws.


This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Further, a facsimile or electronic signature is acceptable and shall be treated as an original.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date.


**ASSIGNOR:**

JOHN PAUL PRODUCTS, LLC

By:   
Name: John Capra  
Its: Manager

**ASSIGNEE:**

JOHN PAUL MITCHELL SYSTEMS

By:   
Name: Jason Yates  
Its: President



**SCHEDULE A**

**Works of Authorship (UNDER REVIEW)**

<b>Title</b>	<b>Date of Creation</b>	<b>Claimant</b>	<b>Copyright Registration/Date</b>
John Paul pet product design collection.	2002	Rodney J. Loomis (author of a work made for hire)	VAu000717751 / 2006-04-05
John Paul pet package information logo.	2002	Rodney J. Loomis (author of a work made for hire)	VAu000717658 / 2006-04-05
Cooper's Story	2014	John Paul Pet, LLC	TXu001918865 / 2014-08-25
JOHN PAUL PETSCHOOL PET GROOMING FUNDAMENTALS.	2014	JOHN PAUL PETSCHOOL, pseud. of SAEED ROUHIFAR	TXu001964376 / 2015-05-26










# JPMS - JPP Copyright Assignment Agreement (2023-1-1)

Final Audit Report

2023-01-03

Created:	2023-01-03
By:	Jacqueline Loza (jacqueline.loza@jpms.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnYE3Y_8EtrjtMQZ5BTdkZ-PegbvCAmal

## "JPMS - JPP Copyright Assignment Agreement (2023-1-1)" History

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-  Document emailed to johncapra@sbcglobal.net for signature  
2023-01-03 - 9:29:09 PM GMT
-  Email viewed by johncapra@sbcglobal.net  
2023-01-03 - 9:53:14 PM GMT
-  Signer johncapra@sbcglobal.net entered name at signing as John Capra  
2023-01-03 - 9:54:12 PM GMT
-  Document e-signed by John Capra (johncapra@sbcglobal.net)  
Signature Date: 2023-01-03 - 9:54:14 PM GMT - Time Source: server
-  Document emailed to Jason Yates (jason.yates@jpms.com) for signature  
2023-01-03 - 9:54:15 PM GMT
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Signature Date: 2023-01-03 - 10:32:53 PM GMT - Time Source: server
-  Agreement completed.  
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