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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM830938

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Maesa LLC		04/15/2021	Limited Liability Company: CALIFORNIA	

## **RECEIVING PARTY DATA**

Name:	Beauty Holding LLC	
Street Address:	3001 Colorado Blvd	
City:	Denton	
State/Country:	TEXAS	
Postal Code:	76210	
Entity Type:	Limited Liability Company: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5376764	COL LAB

#### **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.

Email: jhousey@litmuslaw.com

Correspondent Name: Janice Housey
Address Line 1: PO Box 777

Address Line 4: Berryville, VIRGINIA 22611

NAME OF SUBMITTER:	Janice Housey
SIGNATURE:	/Janice Housey/
DATE SIGNED:	08/10/2023

### **Total Attachments: 4**

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TRADEMARK REEL: 008171 FRAME: 0489

# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated as of April 15, 2021 is entered into by and between MAESA LLC, a California limited liability company, located at 225 Liberty Street, Suite 2301, New York, NY 10281 ("Assignor"), and Beauty Holding LLC, a limited liability company, located at 3001 Colorado Blvd, Denton, TX, 76210 (together with its affiliates and subsidiaries, "Assignee" and together with Assignor, the "Parties").

WHEREAS, the Parties entered into that settlement and brand sales agreement related to the COLLAB brand on December 10, 2020, as amended (the "COLLAB Sale Agreement"); and

WHEREAS, pursuant to Section 7(c) of the COLLAB Sale Agreement, and subject to the terms and conditions set forth herein, Assignor hereby agrees to convey, transfer, and assign to Assignee the Trademarks (as defined below).

**NOW THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. <u>Definitions.</u> All capitalized terms used but not defined herein shall have their meanings as ascribed in the COLLAB Sale Agreement.
- 2. <u>Assignment.</u> As of the Closing Date, Assignor hereby agrees to irrevocably convey, transfer, and assign to Assignee, and Assignee hereby agrees to accept, all of Assignor's right, title, and interest in and to the following:
  - (a) the trademarks, and related registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, and any common law rights thereto (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; and
  - (b) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.
- 3. Recordation and Further Actions. Assignee hereby agrees to record and register this Agreement with the United States Patent and Trademark Office and to record and register the assignment of the Trademarks. Upon request of Assignee, Assignor shall take such steps and actions and provide such cooperation and assistance to Assignee as may be reasonably requested and required to effect the assignment of the Trademarks to Assignee.
- 4. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic

TRADEMARK REEL: 008171 FRAME: 0490 transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- 5. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Agreement and any claim, controversy, or dispute based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

TRADEMARK REEL: 008171 FRAME: 0491 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first above written.

MAESA LLC

By

Name: Gianni Pieraccioni

Title: CEO

BEAUTY HOLDING LLC

Name: Maryann Herskowitz

Title: GVP, Sally Merchandising

TRADEMARK REEL: 008171 FRAME: 0492

# SCHEDULE 1

# Trademarks

Trademark	Country	Application No.	Registration No.	Registration Date	Status	Next Renewal	Classes
COL.LAB	United States of America	87/316,476	5,376,764	09-Jan-2018	Registered	09-Jan-2028	03 Int., 21 Int.

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**RECORDED: 08/10/2023**