# OP \$190.00

ETAS ID: TM865430

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Mane Choice Hair Solution LLC		12/08/2023	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	MAV USA, LLC
Street Address:	11150 Santa Monica Blvd., Suite 400
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	5908164	PROCEED WITH CAUTION
Registration Number:	5759489	BEAUTY, HEALTH, SCIENCE
Registration Number:	5753640	NATURAL GROWTH & RETENTION
Registration Number:	5624301	FOOLPROOF BODY
Registration Number:	4977930	THE MANE CHOICE
Registration Number:	4790425	THE MANE CHOICE
Registration Number:	4604215	MANETABOLISM

#### **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: 8004945225

Email: ipteam@cogencyglobal.com

**Correspondent Name:** Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc. Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2221698 TM1 NAME OF SUBMITTER: Alison Moses

> **TRADEMARK** REEL: 008311 FRAME: 0671

900825437

SIGNATURE:	/Alison Moses/		
DATE SIGNED:	01/03/2024		
Total Attachments: 17			
source=Asset Purchase Agree	ement Excerpts#page1.tif		
source=Asset Purchase Agree	source=Asset Purchase Agreement Excerpts#page2.tif		
source=Asset Purchase Agreement Excerpts#page3.tif			
source=Asset Purchase Agreement Excerpts#page4.tif			
source=Asset Purchase Agreement Excerpts#page5.tif			
source=US - IP Assignment Agreement relating to IP held by US MAV Group entities (final compiled)#page1.tif			
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# MAV BEAUTY BRANDS INC., MARC ANTHONY COSMETICS LTD. MARC ANTHONY COSMETICS USA, INC., MAV MIDCO HOLDINGS, LLC, RENPURE, LLC and THE MANE CHOICE HAIR SOLUTION LLC

20	"Sel	lore <sup>2</sup>	,
as	oei	1612	

and

MAV USA, LLC

as "Buyer"

#### **ASSET PURCHASE AGREEMENT**

Made as of November 13, 2023

#### **ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT is made as of November 13, 2023 among MAV BEAUTY BRANDS INC., a corporation organized under the laws of British Columbia, MARC ANTHONY COSMETICS LTD., a corporation organized under the laws of British Columbia, MARC ANTHONY COSMETICS USA, INC., a corporation organized under the laws of Delaware, MAV MIDCO HOLDINGS, LLC, a limited liability company formed under the laws of Delaware, RENPURE, LLC, a limited liability company formed under the laws of Delaware (each, a "Seller" and together, the "Sellers"), and MAV USA, LLC, a limited liability company organized under the laws of Delaware (the "Buyer");

**WHEREAS** the Sellers operate a personal care company, including a diversified portfolio of four personal care brands;

**AND WHEREAS** on or about the date hereof, the Sellers will file an initial application for protection from their creditors and certain relief under the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**"), including seeking court approval of Alvarez & Marsal Canada Inc. as the court-appointed monitor of the Sellers (the "**Monitor**") (the date of such filing, the "**Filing Date**");

**AND WHEREAS** subject to the approval of the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), Sellers have agreed to sell, convey, assign, transfer and deliver to the Buyer or one or more of its designees, and the Buyer has agreed to purchase, acquire, assume and accept directly or through one or one or more of its designees from the Sellers the Purchased Assets (as defined herein) and the Assumed Liabilities (as defined herein), on the terms and subject to the conditions of this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and confirmed), the Parties agree as follows:

### ARTICLE 1 INTERPRETATION

#### Section 1.1 Definitions

In this Agreement,





"Intellectual Property" means any and all right, title and interest in, to, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, foreign equivalents, international applications, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, design patents, industrial designs, petty patents, and patent utility models); (b) registered or unregistered trademarks, service marks, pending trademark and service mark registrations, brands, certification marks, logos, trade dress, 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; (c) registered and unregistered copyrights and works of authorship, whether or not copyrightable. and all registrations, applications for registration, and renewals of any of the foregoing; (d) internet domain names and social media account or user names (including "handles"), whether or not they include trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not copyrights; (e) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; (f) computer programs, operating systems, applications. Software, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof; and (g) all other intellectual or industrial property and proprietary rights;



## ARTICLE 2 PURCHASE AND SALE

#### Section 2.1 Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing and effective as at 12:01 am (EST) on the Closing Date, the Sellers agree to sell, assign, transfer and convey to the Buyer or one or more of its designees, and the Buyer agrees to purchase, acquire and accept from the Sellers directly or through one or more of its designees, all of the Sellers' respective right, title and interest in and to, free and clear of all Encumbrances other than the Permitted Encumbrances (all of such assets and property, excluding for greater certainty, the Excluded Assets, hereinafter collectively referred to as the "Purchased Assets"):





(e) Intellectual Property. The Sellers' respective rights, interests and benefits (through ownership, licensing or otherwise) in and to any and all Intellectual Property, including the Intellectual Property listed in Section 2.1(e) of the Disclosure Letter, all documentation and media constituting, describing, or relating to such Intellectual Property, including memoranda, manuals, technical specifications, and other records wherever created and regardless of form, and the right to sue for past, present, or future infringement, misappropriation, or violation thereof, and to collect and retain all damages and profits related to the foregoing (collectively, the "Purchased Intellectual Property");



#### INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (this "Agreement") is made as of December 8, 2023 between RENPURE, LLC, a limited liability company formed under the laws of Delaware, having its head office located at 100 New Park Place, Suite 810, Vaughan, Ontario, L4K 0H9, THE MANE CHOICE HAIR SOLUTION LLC, a limited liability company formed under the laws of Delaware, having its head office located at 100 New Park Place, Suite 810, Vaughan, Ontario, L4K 0H9 (collectively the "Assignors") and MAV USA, LLC, a limited liability company organized under the laws of Delaware, having its head office located at 11150 Santa Monica Boulevard, Suite 400, Los Angeles, California 90025 (the "Assignee" and, together with the Assignors, the "Parties").

#### **RECITALS:**

- a) The Assignors, MAV Beauty Brands Inc., Marc Anthony Cosmetics Ltd., Marc Anthony Cosmetics USA, Inc. and MAV Midco Holdings, LLC (collectively, the "Sellers") and the Assignee (as Buyer) are parties to an asset purchase agreement dated November 13, 2023 (the "APA"), pursuant to which, among other things, the Assignors have agreed to sell, assign, transfer and convey to the Assignee or one or more of its designees, and the Assignee has agreed to purchase, acquire and accept from the Assignors directly or through one or more of its designees, all of the Assignors' right, title and interest as of the date of the APA in, and benefit, to and under, or relating to, among others, the Purchased Intellectual Property including but not limited to those set out in Schedule "A" hereto (collectively, the "Transferred IP").
- b) The Assignors and the Assignee desire to carry out the intent and purpose of the APA by their execution and delivery of this Agreement evidencing the sale, conveyance, transfer and assignment to the Assignee of all of the Assignors' rights, titles and interests in, and benefits to and under, or relating to, the Transferred IP.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

- 1. **Defined Terms**. Capitalized terms used in this Agreement and its Schedule "A" hereto, but not otherwise defined have the meanings specified in the APA.
- 2. Assignment and Assumption. Without limiting the generality of the terms of the APA, and on the terms and subject to the conditions set forth in the APA, the Assignors hereby sell, assign, transfer and convey to the Assignee all of the Assignors' rights, titles and interests in, and benefit to, and under, or relating to, the Transferred IP, all of the same to be held by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignors if this assignment had not been made, and all rights of action accrued and to accrue under and by virtue thereof.
- 3. Third Party Beneficiaries. The Parties intend that this Agreement shall not benefit or create any right or cause of action in favor of any Person other than the Parties. No Person other than the Parties shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.
- 4. Conflicts with the APA. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms of this Agreement and the terms of the APA, the terms of the APA shall govern.
- 5. Further Assurances. From time to time after the date hereof, the Assignor shall, at the reasonable request and sole expense of the Assignee, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and additional conveyance documents as may be requested by the Assignee, acting reasonably, to permit the sale, conveyance, transfer and assignment from the Assignor to the Assignee and the acquisition by the Assignee from the Assignor of all right, title and interest in and to the Transferred IP, and to carry out the purposes and intent of this Agreement and the APA.
- **Recordation**. The Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Agreement upon request by the Assignee.

- 7. Amendments. Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
- **8. Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.
- 9. Governing Law. This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof.
- 10. Counterparts. This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by facsimile signature or by electronic means which, for all purposes, shall be deemed to be an original signature.

[Signature Page Follows]

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

**ASSIGNOR:** 

RENPURE, LLC

DocuSigned by

Name: Laurel MacKay-Lee

Title: Chief Financial Officer

**ASSIGNOR:** 

THE MANE CHOICE HAIR SOLUTION LLC

DocuSigned by

laurel Mackay-Lee
Name: Laurel MacKay-Lee

Title: Chief Financial Officer

ASSIGNEE:

MAV USA, LLC

Ву:

Name: Michael Cohen
Title: Authorized Signatory

#### SCHEDULE A TRANSFERRED IP

#### Trademark Registrations and Applications (Canada)

Owner	Trademark	Appl. No.	Reg. No.
Renpure,	RENPURE	1442484	TMA828776
LLC			
Renpure, LLC	renpure Apple Cider Vinegar & Aloe Clarify & Shine & Design  Apple Cider Vinegar & Aloe Clarify & Aloe Clarify & Aloe	2233758	Not registered
Renpure, LLC	renpure Biotin & Collagen Thickening & Design  Biotin & Collagen Thickening	2233760	Not registered
Renpure, LLC	renpure Biotin & Collagen Thickening Volume & Design  Biotin & Collagen  Collagen	2233765	Not registered
Renpure, LLC	renpure Cocoa Butter & Shea Moisturizing & Design	2233767	Not registered
Renpure, LLC	renpure Coconut & Vitamin E Moisturize and Replenish & Design	2233769	Not registered

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Owner	Trademark	Appl. No.	Reg. No.
Renpure, LLC	renpure Coconut Cream & Vitamin E Nourishing & Design	2233770	Not registered
	Coconut Cream & Vitamin E Nour shing		
Renpure, LLC	renpure Coconut Milk & Vitamin E Hydrating & Design  Coconut Milk & Vitamin E  Coconut Milk & Vitamin E	2233771	Not registered
Renpure, LLC	renpure Coconut Milk & Vitamin E Moisturizing & Design	2233772	Not registered
	Coconut Milk & Vitamin E Maisturbörg		
Renpure, LLC	renpure Kiwi & Hyaluronic Acid Ultra Hydrating & Design  Kiwi & Hyaluronic Acid Ultra Hydrating University of the Acid University of the	2233774	Not registered
Renpure, LLC	renpure Lavender & Honey Calming & Design  Lavender & Honey Calming & Calming	2233776	Not registered

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Owner	Trademark	Appl. No.	Reg. No.
Renpure, LLC	renpure Marula Oil & Aloe Ultra Smoothing & Design  Marula Oil & Aloe  Was Scroothing	2233780	Not registered
Renpure, LLC	renpure Mint & Eucalyptus Invigorating & Design	2233781	Not registered
Renpure, LLC	renpure Pomegranate & Mango Exfoliating & Design  Pomegranate & Mango Exfoliating & Control of the Control of t	2233784	Not registered
Renpure, LLC	renpure Shea Butter & Vanilla Deeply Moisturizing & Design  Shea Butter & Vanilla Deeply Moisturizing & Design	2233786	Not registered
Renpure, LLC	renpure Tea Tree & Aloe Refreshing & Design	2233788	Not registered
Renpure, LLC	renpure Tea Tree & Mint Purifying & Design  Tea Tree & Mint Purifying	2233789	Not registered

Owner	Trademark	Appl. No.	Reg. No.
Renpure, LLC	renpure Tea Tree & Rosemary Refresh and Rebalance & Design  Tea Tree & Rosemary Rosemary	2233791	Not registered
Renpure, LLC	NATURALLY BEAUTIFUL, INSIDE AND OUT	2248480	Not registered
The Mane Choice Hair Solution LLC	MANETABOLISM	1753640	TMA953552
The Mane Choice Hair Solution LLC	THE MANE CHOICE & Design	1752969	TMA991945

#### **Trademark Registrations and Applications (United States)**

Owner	Trademark	Appl. No.	Reg. No.
The Mane	PROCEED WITH CAUTION	88416883	5908164
Choice Hair			
Solution LLC			
The Mane	BEAUTY, HEALTH, SCIENCE	88119884	5759489
Choice Hair			
Solution LLC			
The Mane	NATURAL GROWTH & RETENTION	88024579	5753640
Choice Hair			
Solution LLC			
The Mane	FOOLPROOF BODY	87978935	5624301
Choice Hair			
Solution LLC			
The Mane	THE MANE CHOICE	86801738	4977930
Choice Hair			
Solution LLC			
The Mane	THE MANE CHOICE	86492468	4790425
Choice Hair		00432400	7750725
Solution LLC			
The Mane	MANETABOLISM	86018403	4604215
Choice Hair	W. ((12)) (BO2) (S)		1001210
Solution LLC			
Renpure LLC	NATURALLY BEAUTIFUL, INSIDE AND	98189585	NA
	OUT		
Renpure LLC	RENPURE PLANT BASED BEAUTY	88585264	6390039
'			
	Kenpure		
	plant based beauty		

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Owner	Trademark	Appl. No.	Reg. No.
Renpure LLC	RENPURE ADVANCED	88582500	6390036
	1 4		
	Kenpure		
	ADVANCED		
Renpure LLC	RENPURE	88129080	6048549
Renpure LLC	RENPURE PLANT BASED BEAUTY	88213438	5912415
·			
Renpure LLC	ZERO GLUTEN, DYES, PROPYLENE	88213443	5864494
	GLYCOL, SULFATES, PARABENS,		
	PHTHALATES, FORMALDEHYDE.		
Renpure LLC	PLANT BASED NATURAL	88240118	5820002
	INGREDIENTS		
Renpure LLC	GO NUTS	87308497	5514695
Renpure LLC	RENPURE ORIGINALS COCONUT	87234498	5509248
Tromparo 220	WATER MIST	07201100	0000210
	and a second		
	COCONUT WATER		
	MIST		
Renpure LLC	RENPURE ADVANCED EXTRA	87234484	5509247
	STRENGTH TEA TREE & LEMON SAGE		
	CATEN STREET		
	TEATREE		
	& .		
Renpure LLC	LEMON SAGE RENPURE ADVANCED EXTRA	87234461	5509246
Livelibrie FFO	STRENGTH COCONUTCREAM	01204401	3303240
	extec ricenary		
	CŎCONIL		
Bonnuro III C	CREAM	97224454	EE00045
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH BIOTIN & COLLAGEN	87234454	5509245
	MINIMA COLLAGEN		
	88388 97868938		
	BIQTIN		
	COLLAGEN		

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Owner	Trademark	Appl. No.	Reg. No.
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH BAMBOO COCONUT WATER	87234444	5509244
	ESTRA STRENGTS		
	BAMBOO COCONUT WATER		
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH ARGAN OIL	87234430	5509243
	ARGAN OIL		
Renpure LLC	BELLA CURLS	87565867	5412929
Renpure LLC	BELLA CURLS	87565751	5412928
	Bella Curls		
Renpure LLC	RENPURE ADVANCED	87520493	5400627
Renpure LLC	AMAZING MIRACLE	87308663	5228264
Renpure LLC	RENPURE COCONUT CRÈME	86592306	4921804
Renpure LLC	RENPURE ORIGINALS	85408175	4238892
Renpure LLC	RENPURE	77440177	3726192

#### Trademark Registrations and Applications (Outside of Canada and the U.S.)

GLOBAL BRAND DATABASE - QUICK SEARCH REPORT			Generated on November 1, 2023	
Owner: orthographically res				
1. Manetabolism	Manetaholixen	International Trademark International Registration Force (January 19, 2016)	in	Nice class 5  Owner The Mane Choice Hair Solution LLC (USA) Designation country European Union, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK

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2.	Manetabolism		National Trademark Registration Registered (December 28, 2016) Number UK00801289937	Nice class 5 Owner The Mane Choice Hair Solution LLC (USA) Designation country UK
3.	The Mane CHOICE	Z (bro	International Trademark International Registration in Force (January 20, 2016)	Nice class 3, 5, 35  Owner The Mane Choice Hair Solution LLC (USA) Designation country European Union, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK, African Intellectual Property Organization
4.	The Mane CHOICE	Mary	National Trademark Registration Registered (January 19, 2017) Number UK00801292836	Nice class 3, 5, 35  Owner The Mane Choice Hair Solution LLC (USA)  Designation country UK

#### Trademark Registrations and Applications (Outside of Canada and the U.S) continued

REFERENCE #	MARK OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
CHINA				
43069-3159	MANETABOLISM THE MANE CHOICE HAIR SOLUTION LLC	20 Dec 2018 35447990	07 Sep 2019 35447990	REGISTERED
43069-3123	RENPURE Renpure, LLC	8637800	21 Sep 2011 8637800	REGISTERED
EUROPEAN UNION				
43069-3124	RENPURE Renpure, LLC	14 Sep 2010 009374349	23 Jan 2012 009374349	REGISTERED 03
MOROCCO				
43069-3211	RENPURE Renpure, LLC	17 Nov 2021 2021775274		PENDING 03
UNITED KINGDOM				
43069 3193	RENPURE Renpure, LLC	14 Sep 2010 009374349	23 Jan 2012 009374349	REGISTERED 03

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#### **List of Domain Names**

- 1. https://www.renpure.com/
- 2. https://bellacurls.com
- 3. https://themanechoice.com/
- 4. https://investors.mavbeautybrands.com/

#### **Social Media Handles**

Brand	Region	Platform	Social handle	URL
Renpure	CAN/US	TikTok	renpureofficial	https://www.tiktok.com/@r enpureofficial?lang=en
Renpure	CAN/US	Threads	renpure	https://www.threads.net/@renpure?igshid=OGQ5ZDc2ODk2ZA==
Renpure	CAN/US	Instagram	renpure	https://www.instagram.co m/p/CzEm4A2Oygr/
Renpure	CAN/US	YouTube	RenpureOfficial	
Renpure	CAN/US	Twitter	renpure	https://twitter.com/renpure ?lang=en
Renpure	CAN/US	Facebook	renpure	https://www.facebook.com /renpure
The Mane Choice	e CAN/US	Facebook	TheManeChoice	https://www.facebook.com /TheManeChoice/
The Mane Choice	e CAN/US	Instagram	themanechoice	https://www.instagram.co m/themanechoice
The Mane Choice	e CAN/US	Tiktok	TheManeChoice	https://www.tiktok.com/@t hemanechoice
The Mane Choice	e CAN/US	Twitter	TheManeChoice	https://twitter.com/TheMan eChoice
The Mane Choice	e CAN/US	Pinterest	themanechoice	https://www.pinterest.ca/th emanechoice
The Mane Choice	e CAN/US	Youtube	TheManeChoice	https://www.youtube.com/ @TheManeChoice

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**RECORDED: 01/03/2024**