

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871657

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900825435		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renpure, 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: 21			
Property Type	Number	Word Mark	
Serial Number:	98189585	NATURALLY BEAUTIFUL, INSIDE AND OUT	
Registration Number:	6390039	RENPURE PLANT BASED BEAUTY	
Registration Number:	6390036	RENPURE ADVANCED	
Registration Number:	6048549	RENPURE	
Registration Number:	5912415	RENPURE PLANT BASED BEAUTY	
Registration Number:	5864494	ZERO GLUTEN, DYES, PROPYLENE GLYCOL, SUL	
Registration Number:	5820002	PLANT BASED NATURAL INGREDIENTS	
Registration Number:	5514695	GO NUTS	
Registration Number:	5509248	RENPURE ORIGINALS COCONUT WATER MIST	
Registration Number:	5509247	RENPURE ADVANCED EXTRA STRENGTH TEA TREE	
Registration Number:	5509246	RENPURE ADVANCED EXTRA STRENGTH COCONUTC	
Registration Number:	5509245	RENPURE ADVANCED EXTRA STRENGTH BIOTIN &	
Registration Number:	5509244	RENPURE ADVANCED EXTRA STRENGTH BAMBOO C	
Registration Number:	5509243	RENPURE ADVANCED EXTRA STRENGTH ARGAN OI	
Registration Number:	5412929	BELLA CURLS	
Registration Number:	5412928	BELLA CURLS	
Registration Number:	5400627	RENPURE ADVANCED	
Registration Number:	5228264	AMAZING MIRACLE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4921804	RENPURE COCONUT CRÈME
Registration Number:	4238892	RENPURE ORIGINALS
Registration Number:	3726192	RENPURE

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 TM3
NAME OF SUBMITTER:	Alison Moses
SIGNATURE:	/Alison Moses/
DATE SIGNED:	01/26/2024

Total Attachments: 12
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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.
6. **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.

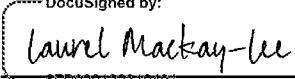
7. **Amendments.** Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision 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]

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

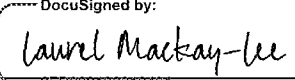
ASSIGNOR:

RENPURE, LLC

By:  _____
DocuSigned by:
Name: Laurel MacKay-Lee
Title: Chief Financial Officer


ASSIGNOR:

THE MANE CHOICE HAIR SOLUTION LLC

By:  _____
DocuSigned by:
Name: Laurel MacKay-Lee
Title: Chief Financial Officer



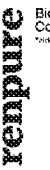


ASSIGNEE:



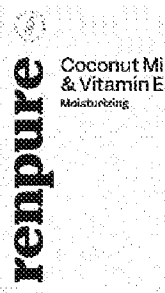


MAV USA, LLC







By: 
Name: Michael Cohen
Title: Authorized Signatory


**SCHEDULE A
TRANSFERRED IP**

Trademark Registrations and Applications (Canada)



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











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





Owner	Trademark	Appl. No.	Reg. No.
Renpure, LLC	renpure Marula Oil & Aloe Ultra Smoothing & Design 	2233780	Not registered
Renpure, LLC	renpure Mint & Eucalyptus Invigorating & Design 	2233781	Not registered
Renpure, LLC	renpure Pomegranate & Mango Exfoliating & Design 	2233784	Not registered
Renpure, LLC	renpure 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 	2233789	Not registered

Owner	Trademark	Appl. No.	Reg. No.
Renpure, LLC	renpure Tea Tree & Rosemary Refresh and Rebalance & Design 	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 Choice Hair Solution LLC	PROCEED WITH CAUTION	88416883	5908164
The Mane Choice Hair Solution LLC	BEAUTY, HEALTH, SCIENCE	88119884	5759489
The Mane Choice Hair Solution LLC	NATURAL GROWTH & RETENTION	88024579	5753640
The Mane Choice Hair Solution LLC	FOOLPROOF BODY	87978935	5624301
The Mane Choice Hair Solution LLC	THE MANE CHOICE 	86801738	4977930
The Mane Choice Hair Solution LLC	THE MANE CHOICE	86492468	4790425
The Mane Choice Hair Solution LLC	MANETABOLISM	86018403	4604215
Renpure LLC	NATURALLY BEAUTIFUL, INSIDE AND OUT	98189585	NA
Renpure LLC	RENPURE PLANT BASED BEAUTY 	88585264	6390039

Owner	Trademark	Appl. No.	Reg. No.
Renpure LLC	RENPURE ADVANCED 	88582500	6390036
Renpure LLC	RENPURE 	88129080	6048549
Renpure LLC	RENPURE PLANT BASED BEAUTY 	88213438	5912415
Renpure LLC	ZERO GLUTEN, DYES, PROPYLENE GLYCOL, SULFATES, PARABENS, PHTHALATES, FORMALDEHYDE. 	88213443	5864494
Renpure LLC	PLANT BASED NATURAL INGREDIENTS 	88240118	5820002
Renpure LLC	GO NUTS 	87308497	5514695
Renpure LLC	RENPURE ORIGINALS COCONUT WATER MIST 	87234498	5509248
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH TEA TREE & LEMON SAGE 	87234484	5509247
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH COCONUTCREAM 	87234461	5509246
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH BIOTIN & COLLAGEN 	87234454	5509245

Owner	Trademark	Appl. No.	Reg. No.
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH BAMBOO COCONUT WATER 	87234444	5509244
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH ARGAN OIL 	87234430	5509243
Renpure LLC	BELLA CURLS 	87565867	5412929
Renpure LLC	BELLA CURLS 	87565751	5412928
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 resembles "Mane Choice Hair Solution"

1.	<i>Manetabolism</i>	International Trademark International Registration Force (January 19, 2016)	in 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.			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		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 Rempure, LLC	8637800	21 Sep 2011 8637800	REGISTERED
EUROPEAN UNION				
43069-3124	RENPURE Rempure, LLC	14 Sep 2010 009374349	23 Jan 2012 009374349	REGISTERED 03
MOROCCO				
43069-3211	RENPURE Rempure, LLC	17 Nov 2021 2021775274		PENDING 03
UNITED KINGDOM				
43069 3193	RENPURE Rempure, LLC	14 Sep 2010 009374349	23 Jan 2012 009374349	REGISTERED 03

List of Domain Names

1. <https://www.renpure.com/>
2. <https://bellacurls.com>
3. <https://themanecochoice.com/>
4. <https://investors.mavbeautybrands.com/>

Social Media Handles

Brand	Region	Platform	Social handle	URL	
Renpure	CAN/US	TikTok	renpureofficial	https://www.tiktok.com/@renpureofficial?lang=en	
Renpure	CAN/US	Threads	renpure	https://www.threads.net/@renpure?igshid=OGQ5ZDc2ODk2ZA==	
Renpure	CAN/US	Instagram	renpure	https://www.instagram.com/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	Mane	CAN/US	Facebook	TheManeChoice	https://www.facebook.com/TheManeChoice/
The Mane Choice	Mane	CAN/US	Instagram	themanecochoice	https://www.instagram.com/themanecochoice
The Mane Choice	Mane	CAN/US	Tiktok	TheManeChoice	https://www.tiktok.com/@themanecochoice
The Mane Choice	Mane	CAN/US	Twitter	TheManeChoice	https://twitter.com/TheManeChoice
The Mane Choice	Mane	CAN/US	Pinterest	themanecochoice	https://www.pinterest.ca/themanecochoice
The Mane Choice	Mane	CAN/US	Youtube	TheManeChoice	https://www.youtube.com/@TheManeChoice