

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM18239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCA INDUSTRIES, INC.		09/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	NFI, LLC		
Street Address:	501 Fifth Street		
City:	Bristol,		
State/Country:	TENNESSEE		
Postal Code:	37620		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2121231	BIKINI ZONE	
Registration Number:	3601522	BIKINI ZONE	
Registration Number:	5654408	BIKINI ZONE	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<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>			
Phone:	3367213747		
Email:	TMDocketing@wbd-us.com, Trademarkswinston@wbd-us.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Bond Dickinson (US) LLP		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem,, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	26840.0001.5		
NAME OF SUBMITTER:	Laurie Ricci		
SIGNATURE:	Laurie Ricci		
DATE SIGNED:	02/06/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of September 29, 2023 by and between CCA Industries, Inc., a Delaware corporation ("Assignor"), and NFI, LLC, a Tennessee limited liability company ("Assignee") (individually a "Party" and, collectively, the "Parties"). Any capitalized terms used but not defined herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement dated as of even date herewith by and between the Parties (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all Business Intellectual Property Rights (as hereinafter defined) owned by Assignor; and

WHEREAS, the Parties have agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and any other similar entities or agencies in any applicable jurisdictions (collectively, the "Trademark Offices").

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor, for itself and its predecessors in title, if any, hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee, and Assignee hereby accepts, any and all of Assignor's right, title and interest in and to the following (collectively, the "Assigned IP"):

(a) all patents, copyrights, trademarks, trade names, trade dress, service marks, service names, designs, know-how, processes, trade secrets (including the formulations and specifications for the Products), inventions, and other proprietary data, and all Proprietary Rights embodied therein (collectively, "Intellectual Property") that are listed on Schedule A attached hereto, and all licenses, sublicenses, and rights granted or obtained solely with respect to such Intellectual Property (collectively, the "Business Intellectual Property Rights");

(b) the internet domain names (i) used exclusively in the Business or (ii) listed on Schedule A attached hereto;

(c) each registration, application or other filing by, to or with any governmental authority or authorized private registrar in any jurisdiction associated with the foregoing, including all issuances, extensions and renewals thereof;

(d) the business to which the foregoing pertains, and all goodwill of the business exclusively connected with the use of, and symbolized by, the foregoing;

(e) any and all income, royalties, damages, payments and other proceeds now or hereafter due or payable with respect to the foregoing;

(f) any and all claims, actions, causes of action, suits and proceedings relating in any way to any of the foregoing (including, for the avoidance of doubt and without limitation, any trial and appeal board proceedings, cease and desist demands, and letters of protest, and any agreements, settlements, and other rights arising therefrom), whether accruing before, on, or after the date hereof, whether asserted or unasserted, 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; and

(g) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

2. Recordation. Assignor hereby authorizes each of the Trademark Offices, and each commissioner, registrar, official, representative or agent of each Trademark Office, to record and register this Agreement upon request by Assignee.

3. Miscellaneous.

(a) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Assigned IP; (ii) institute and prosecute, or continue to prosecute, all claims, actions, suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Assigned IP; (iii) defend and compromise any and all such claims, actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable; and (iv) do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such other and further acts, assignments, transfers, assurances, and instruments that are reasonably necessary in order to effectuate and perfect the assignment contemplated by this Agreement, to record this Agreement with any Trademark Office, and to otherwise secure in Assignee's name the Assigned IP.

(c) The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(d) This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or electronic scanning shall be treated as though such reproductions are executed originals.

[Signature page(s) follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first above set forth.

ASSIGNOR:
CCA INDUSTRIES, INC.

ASSIGNEE:
NFI, LLC

By: [Signature]
Name: Stephen A. Heid
Title: Chief Financial Officer

By: _____
Name: John M. Gregory
Title: Chief Executive Officer

STATE OF Delaware)
) TO-WIT
COUNTY OF Sursey)

The foregoing Intellectual Property Assignment Agreement was acknowledged before me in the jurisdiction aforesaid, by Stephen Heid, as CFO of CCA Industries, Inc., a Delaware corporation, on its behalf. Such person is personally known to me or has produced a driver's license as identification.

Given under my hand this 28 day of Sept, 2023.

[Signature]
Notary Public
My Commission expires: 6/25/25
Notary Seal (sharp, legible, reproducible)

MARIAN KAMINSKI
Notary Public
STATE OF DELAWARE
My Commission Expires 06-25-2026

Trademark	Country	Appln No.	Filing Date	Reg No.	Reg Date	Owner Name	Classes	Our Ref.
BIKINI ZONE	South Africa	1996/15970		1996/15970		CCA Industries, Inc.	05 Int.	689551.0002
BIKINI ZONE	Canada	0827363	30-Oct-1996	TMA514843	19-Aug-1999	CCA Industries, Inc.	05 Int.	689551.0003
BIKINI ZONE	Australia	720925	31-Oct-1996	720925	18-Dec-1997	CCA Industries, Inc.	05 Int.	689551.0004
BIKINI ZONE	Australia	1810981	23-Nov-2016	1810981	21-Jun-2017	CCA Industries, Inc.		689551.0005
BIKINI ZONE	India	1685015		1685015		CCA Industries, Inc.	05 Int.	689551.0006
BIKINI ZONE	US	87/922,444	15-May-2018	5,654,408	15-Jan-2019	CCA Industries, Inc.	03 Int., 05 Int.	689551.0007
BIKINI ZONE	US	77/501,931	18-Jun-2008	3,601,522	07-Apr-2009	CCA Industries, Inc.	03 Int., 05 Int.	689551.0008
ONE	US	75/167,663	17-Sep-1996	2,121,231	16-Dec-1997	CCA Industries, Inc.	05 Int.	689551.0009
ONE (Logo)	Mexico	1932209	14-Aug-2017	1897613	29-Jun-2018	CCA Industries, Inc.	03 Int.	689551.0010
ONE (Logo)	Mexico	1932210	14-Aug-2017	1897614	29-Jun-2018	CCA Industries, Inc.	05 Int.	689551.0011



TRADEMARK