

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI132097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dia, LLC		03/15/2024	Limited Liability Company: CALIFORNIA
Dia Styling, Co.		03/15/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	FullBeauty Brands Operations, LLC		
Street Address:	2300 Southeastern Avenue		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46201		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87045016	DIA&CO.	
Serial Number:	87535767	MOLLY + ISADORA	
Serial Number:	87671329	EAST ADELINÉ	
Serial Number:	87671321	MERI SKYE	
Serial Number:	87671324	MORGAN & WALKER	
Serial Number:	87676400	PRESCOTT NEW YORK	
Serial Number:	87676416	SABRINA BLUE	
Serial Number:	87676349	SABRINA COLLECTIVE	
Serial Number:	87699730	MEERA LANE	
Serial Number:	87920363	DOWNING STUDIO	
Serial Number:	88148418	MARRIBEE	
Serial Number:	88172752	SOLSPRY	
Serial Number:	88616227	RYAN WYLDE	
Serial Number:	88692893	DIA	
Serial Number:	87462393	11 HONORÉ	
Serial Number:	87977245	11 HONORÉ	
Serial Number:	88780513	11 HONORÉ	
Serial Number:	86773609	THECURVYCON	

OP \$465.00.00 87045016

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: 3177028350**Email:** jmcfarland@fbbrands.com,intellectual.property@fbbrands.com**Correspondent Name:** Joshua A. McFarland**Address Line 1:** 2300 Southeastern Avenue**Address Line 4:** Indianapolis, INDIANA 46201

NAME OF SUBMITTER:	Joshua McFarland
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SIGNATURE:	Joshua McFarland
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DATE SIGNED:	03/29/2024
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Total Attachments: 7

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EXHIBIT 9.1 (d)

SHORT FORM TRADEMARK ASSIGNMENT AGREEMENT

This Short Form Trademark Assignment Agreement (this “Assignment”) is made and entered into as of March 15, 2024 (“Effective Date”), by and between **Dia (assignment for the benefit of creditors), LLC**, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Dia Styling, Co., with its principal office located at 3945 Freedom Circle, Suite 560, Santa Clara, California 95054 (“Assignor”), and **FullBeauty Brands Operations, LLC**, an Indiana limited liability company, with its principal office located at 2300 Southeastern Avenue, Indianapolis, Indiana 46201 (“Assignee”).

WHEREAS, Assignor has agreed to assign, transfer, sell, and convey to Assignee all of Assignor’s right, title and interest in, to and under the trademarks set forth on Schedule A (the “Assigned Trademarks”) in accordance with the terms of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Upon the terms set forth in that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of March 15, 2024, by and between Assignor and Assignee, Assignor hereby irrevocably assigns, transfers, sells, and conveys to Assignee, and Assignee hereby acquires and accepts, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, together with, as applicable, (x) all goodwill connected with the use thereof, associated therewith or symbolized thereby, (y) all income, royalties, damages, profits and proceeds now or hereafter due or payable with respect to such Assigned Trademarks and (z) the rights to (A) sue and recover for past, present and future infringements, dilutions, misappropriations of or other conflicts with, such Assigned Trademarks, and any and all corresponding rights that, now or hereafter, may be secured throughout the world with respect to such Assigned Trademarks, (B) collect income, royalties, profits, damages and proceeds thereunder, (C) claim priority based on such Assigned Trademarks under the laws of any jurisdiction and/or under international conventions or treaties, (D) prosecute, register, maintain and defend such Assigned Trademarks before any public or private agency, office or registrar, and (E) fully and entirely stand in the place of Assignor in all matters related thereto.
2. Recordation. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable Governmental Entity in any other jurisdiction, to record and register Assignee (and its successors and assigns) as the assignee and owner of the Assigned Trademarks.
3. Governing Law. This Assignment will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

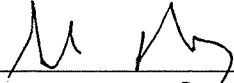
4. Further Assurances. Assignor agrees to sign all necessary papers, instruments, conveyances and assurances and do all lawful acts reasonably requisite to give effect to the transaction contemplated by this Assignment, including recordation of this Assignment and perfection of Assignee's interest in and to the Assigned Trademarks in any jurisdiction worldwide, without further compensation, and at the expense of Assignee or its successors and assigns.
5. Power of Attorney. To effectuate the terms of this Assignment, Assignor hereby names and irrevocably constitutes and appoints Assignee, with the full power of substitution therein, as Assignor's true and lawful attorney-in-fact to exercise the rights granted to Assignee in and to the Assigned Trademarks by this Assignment.
6. Miscellaneous. This Assignment, together with the Purchase Agreement and the Intellectual Property Assignment Agreement dated March 15, 2024, by and between Assignor and Assignee ("IP Assignment Agreement"), constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof. This Assignment is entered into pursuant to the terms of the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. This Assignment may be executed in one or more counterparts (including by facsimile or other electronic means such as ".pdf" or ".jpg" files), each of which shall be deemed an original, and all of which shall constitute one and the same Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

DIA (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC, SOLELY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF DIA STYLING, CO.

FULLBEAUTY BRANDS OPERATIONS, LLC



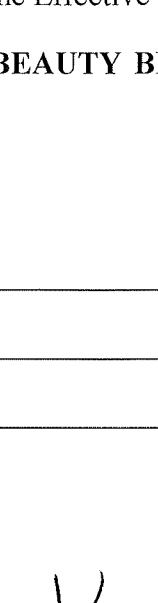
Name: Michael Mady
Title: Mgr.

Name: _____
Title: _____

[to be completed by notary public]

On this [•]th day of March 2024, before me Caissa Korcak, the undersigned Notary Public, personally appeared Michael Mady on behalf of Dia (assignment for the benefit of creditors), LLC, in its sole and limited capacity as assignee for the benefit of creditors of Dia Styling, Co., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that the same was signed in their authorized capacity and that by this signature Dia (assignment for the benefit of creditors), LLC executed the instrument.

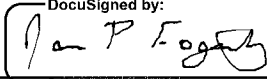
In witness whereof, I hereunto set my hand and official seal:



(notary signature)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

DIA (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC, SOLELY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF DIA STYLING, CO. FULLBEAUTY BRANDS OPERATIONS, LLC

_____ Name: _____ Title: _____	<div style="text-align: center;"> <small>DocuSigned by:</small>  <small>17F76DAZ054C425...</small> </div> _____ Name: Jim Fogarty Title: CEO
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[to be completed by notary public]

On this ____ day of March 2024, before me, _____, the undersigned Notary Public, personally appeared _____ on behalf of Dia (assignment for the benefit of creditors), LLC, in its sole and limited capacity as assignee for the benefit of creditors of Dia Styling, Co., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that the same was signed in their authorized capacity and that by this signature Dia (assignment for the benefit of creditors), LLC executed the instrument.

In witness whereof, I hereunto set my hand and official seal:

(notary signature)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On March 15, 2024 before me, Carissa Kozacek
Date Here Insert Name and Title of the Officer

personally appeared Michael Maidy
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carissa Kozacek
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Schedule A

Assigned Trademarks

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
DIA&CO.	United States	87045016	May 20, 2016	5393949	February 6, 2018
MOLLY + ISADORA	United States	87535767	July 20, 2018	5412014	February 27, 2018
EAST ADELINE	United States	87671329	November 3, 2017	5528554	July 31, 2018
MERI SKYE	United States	87671321	November 3, 2017	5528552	July 31, 2018
MORGAN & WALKER	United States	87671324	November 3, 2017	5528553	July 31, 2018
PRESCOTT NEW YORK	United States	87676400	November 8, 2017	6075388	June 9, 2020
SABRINA BLUE	United States	87676416	November 8, 2017	5591723	October 23, 2018
SABRINA COLLECTIVE	United States	87676349	November 8, 2017	5526390	July 24, 2018
MEERA LANE	United States	87699730	November 28, 2017	5865147	September 24, 2019
DOWNING STUDIO	United States	87920363	May 14, 2018	5777198	June 11, 2019
MARRIBEE	United States	88148418	October 9, 2018	6719179	May 3, 2022
SOLSPRY	United States	88172752	October 29, 2018	5858812	September 10, 2020
RYAN WYLDE	United States	88616227	September 13, 2019	6739850	May 24, 2022
DIA	United States	88692893	November 14, 2019		
11 HONORÉ	United States	87462393	May 24, 2017	5978603	February 4, 2020
11 HONORÉ	United States	87977245	May 24, 2017	5471553	May 15, 2018
11 HONORÉ	United States	88780513	January 31, 2020	7189939	October 10, 2023
11 HONORÉ	Australia	1,888,711		1,888,711	
11 HONORÉ	Brazil	913,780,308		913,780,308	
11 HONORÉ	Canada	1,869,447		1,094,034	
11 HONORÉ	EU	17,531,708		17,531,708	
11 HONORÉ	Hong Kong	304,344,372		304,344,372	
11 HONORÉ	Japan	2017-154785		6,052,649	
11 HONORÉ	Mexico	1,976,471		1,854,654	

11 HONORÉ	Norway	201,715,739		298,695	
11 HONORÉ	Russia	2019700021		2019700021	
11 HONORÉ	Singapore	40201723126 X		40201723126 X	
11 HONORÉ	United Arab Emirates	300,530		300,530	
11 HONORÉ	United Arab Emirates	292,233		292,233	
11 HONORÉ	United Kingdom	UK3273013		UK3273013	
11 HONORÉ	United Kingdom	UK009175317 08		UK3273013	
THECURVYCON	United States	86773609	September 30, 2015	5288007	September 12, 2017