

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jets, Sets, & Elephants Beauty Corporation		12/21/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Shalom International Corp.		
Street Address:	1050 Amboy Avenue		
City:	Perth Amboy		
State/Country:	NEW JERSEY		
Postal Code:	08861		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85434306	MY REFLECTION	
Serial Number:	85564270	FABULOUS ME	
Serial Number:	85762631	SPATHERAPY	
Serial Number:	77975996	TOUCH OF SPA	
Serial Number:	77230811	TOUCH OF SPA	
Serial Number:	85228863	JETS, SETS & PETS	
Serial Number:	85460114	NATURE'S TOOLS	
CORRESPONDENCE DATA			
Fax Number:	7326343511		
<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:	732-634-3520		
Email:	trademarks@ezrasutton.com		
Correspondent Name:	Joseph E. Sutton		
Address Line 1:	900 Route 9		
Address Line 4:	Woodbridge, NEW JERSEY 07095		
ATTORNEY DOCKET NUMBER:	SHALOM9.0-011		
NAME OF SUBMITTER:	Joseph E. Sutton		
SIGNATURE:	/JS/		

OP \$190.00 85434306

DATE SIGNED:	06/19/2014
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made as of the 21ST day of December, 2012 by and between JETS, SETS, & ELEPHANTS BEAUTY CORPORATION, located at 2579 Chomedey Boulevard, Laval, Quebec H7T 2R2 ("Seller") and SHALOM INTERNATIONAL CORP, located at 1050 Amboy Avenue, Perth Amboy, New Jersey ("Purchaser").

WHEREAS, the Purchaser and Seller have entered into an Agreement dated as of December 21st, 2012 (the "Agreement").

WHEREAS, pursuant to the Agreement, Seller has agreed to sell and Purchaser has agreed to acquire all of Seller's right, title and interest in and to, among other things all of Seller's rights, title and interest throughout the world in perpetuity to all intellectual property belonging to the Seller including all copyrights, graphics, logos, patterns, designs, and advertising and marketing materials and all trademarks and tradenames utilized in connection with Seller's business, including without limitation, the trademarks and trade names set forth in Schedule A attached hereto, and including all registrations and applications thereof and the goodwill appurtenant thereto symbolized by the trademarks and the entire right, title and interest in and to any equity arising out of past, present or future infringement (the "**Intellectual Property**").

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed:

1. Assignment. Seller does hereby sell, transfer, assign, convey and deliver unto Purchaser in perpetuity all of Seller's right, title and interest throughout the world in and to the Intellectual Property, including without limitation, all pending applications for registrations and all registrations throughout the world, the goodwill appurtenant thereto symbolized by the Intellectual Property and the entire right, title and interest in and to any equity arising out of past, present or future infringement of the Intellectual Property and any and all rights to sue for, collect and retain damages predicated solely on past, present or future infringements of the Intellectual Property, as well as all other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future actions or omissions, and whether currently known or unknown. Such assignment of the Intellectual Property includes, for the avoidance of doubt, all of the registrations and all pending applications set forth in Schedule A. Seller's assignment of the Intellectual Property to the Purchaser under this Assignment constitutes a complete, absolute and exclusive transfer of all of the Seller's rights (legal, equitable, use and otherwise) in the Intellectual Property whether currently existing or arising or recognized in the future, free and clear of all title defects or objections, liens, claims, charges, security interests or other encumbrances. The present Intellectual Property Assignment is made without warranty by the Seller as to the good standing or value of the Intellectual Property and the Purchaser accepts the Intellectual Property on an "as is where is" basis.

2. Further Action. Seller hereby agrees that it, from time to time, at the reasonable request of Purchaser and without further consideration, will execute and deliver such further instruments of conveyance, transfer and assignment and will take such other action as Purchaser reasonably may request in order to more effectively convey and transfer to Purchaser the Intellectual Property transferred hereunder or required to perfect Purchaser's ownership of or title to the Intellectual Property, including without limitation all documents that may be necessary to effectuate the assignment of all applications and registrations throughout the world. Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Purchaser as the assignee and owner of any and all of the Seller's rights in the Intellectual Property.

3. Successors and Assigns. This instrument will be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Counterparts. This Assignment may be executed in one or more counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

5. Choice of Law. This Assignment shall be governed by the laws of the State of New York, without reference to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

JETS, SETS & ELEPHANTS BEAUTY CORPORATION

By: [Signature]
Name: John Mestel
Title: President

PROVINCE OF Quebec)
CITY OF Montreal) ss:

On the 21st day of June, 2018, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Commissioner of Oaths

[Signature] DARRELL GABLE
LSUC # 50724W

SHALOM INTERNATIONAL CORP.

By: _____

2. Further Action. Seller hereby agrees that it, from time to time, at the reasonable request of Purchaser and without further consideration, will execute and deliver such further instruments of conveyance, transfer and assignment and will take such other action as Purchaser reasonably may request in order to more effectively convey and transfer to Purchaser the Intellectual Property transferred hereunder or required to perfect Purchaser's ownership of or title to the Intellectual Property, including without limitation all documents that may be necessary to effectuate the assignment of all applications and registrations throughout the world. Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Purchaser as the assignee and owner of any and all of the Seller's rights in the Intellectual Property.

3. Successors and Assigns. This instrument will be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Counterparts. This Assignment may be executed in one or more counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

5. Choice of Law. This Assignment shall be governed by the laws of the State of New York, without reference to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

JETS, SETS & ELEPHANTS BEAUTY CORPORATION

By: [Signature]
Name: John Meskel
Title: President

PROVINCE OF Quebec)
CITY OF Montreal) ss:

On the 21st day of December, 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Commissioner of Oaths

[Signature] DARAYL GADLE
LEUC # 51272W
SHALOM INTERNATIONAL CORP.

Y By: [Signature]

SCHEDULE A

TRADEMARKS

MY RELECTION
FABULOUS ME
SPATHERAPY
TOUCH OF SPA
PAWThERAPY
INNER SPIRIT
JET, SETS, AND PETS
NATURE'S TOOLS
WORK IT OUT
READY JET SET

Canadian Applications and Registrations:

<u>Trade Mark</u>	<u>Status</u>	<u>Application/Registration Number</u>	
MY RELECTION	Allowed	1548890	
FABULOUS ME	Allowed	1572880	
SPATHERAPY	Registered	1441850	TMA779202
TOUCH OF SPA	Registered	1360301	TMA723583
PAWThERAPY	Allowed	1527564	
INNER SPIRIT	Registered	1380111	TMA787096
JET, SETS, AND PETS	Allowed	1515254	
NATURE'S TOOLS	Allowed	1553121	
WORK IT OUT	Registered	1370369	TMA723660

US Applications and Registrations:

<u>Trade Mark</u>	<u>Status</u>	<u>Application/Registration Number</u>	
MY REFLECTION	Registered	85434306	4235132
FABULOUS ME	Approved	85564270	
SPATHERAPY	Filed	85762631	
TOUCH OF SPA	Registered	77975996	3535294
TOUCH OF SPA	Registered	77230811	3696362
JET, SETS, AND PETS	Registered	85228863	4132843
NATURE'S TOOLS	Allowed	85460114	