# CH \$40.00 3287

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM326004

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Harvey Bloch		09/16/2014	INDIVIDUAL:

### **RECEIVING PARTY DATA**

Name:	PETER COPPOLA BEAUTY, LLC			
Street Address:	7000 WEST CAMINO REAL, SUITE 200			
City:	BOCA RATON			
State/Country: FLORIDA				
Postal Code:	33433			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3287456	PETER COPPOLA

### **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.

**Email:** trademarks@pch-iplaw.com

Correspondent Name: Michael B. Chesal

**Address Line 1:** 2 S. Biscayne Blvd., Suite 3700

Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	PCB.001UST		
NAME OF SUBMITTER:	Michael B. Chesal		
SIGNATURE:	/mbc/		
DATE SIGNED:	12/12/2014		

### **Total Attachments: 5**

source=Release of lien#page1.tif source=Release of lien#page2.tif source=Release of lien#page3.tif source=Release of lien#page4.tif source=Release of lien#page5.tif

> TRADEMARK REEL: 005418 FRAME: 0637

900309878

Return to:

## SATISFACTION AND RELEASE OF LIEN; TERMINATION OF SECURITY INTEREST IN TRADEMARK AND INTELLECTUAL PROPERTY INTERESTS

WHEREAS, Peter Coppola Beauty, LLC, a Delaware limited liability company, as successor by assignment to Peter Coppola, an individual residing in Palm Beach County, Florida ("Grantor"), is the owner of record of the Trademark and Trademark application set forth in the attached Exhibit A, USPTO Reg. No. 3,287,456, registered by the United States Patent and Trademark Office on September 4, 2007 ("Trademark") and any other trademark or intellectual property interests which Grantor may have or hold ("IP Interests"); and

WHEREAS, Grantor and Harvey Bloch (the "Secured Party") entered into that certain Settlement Agreement, Mutual Release and Covenant Not To Sue (the "Settlement Agreement"), executed on March 1, 2013, between the Grantor and Harvey Bloch ("Secured Party").

WHEREAS, section 3 of the Settlement Agreement granted the Secured Party a security interest in the Grantor's IP Interests which security interest was provided pursuant to a June 20, 2012 Letter Agreement (the "Letter Agreement") as security of loans made by the Secured Party to Grantor, as evidenced by 8 separate promissory notes. The security interest created under section 3 of the Settlement Agreement was limited solely to repayment of the aforesaid promissory notes, and was not intended to act as security for any other obligations of the Grantor and Secured Party of any of their respective rights and obligations under any other provision of the Settlement Agreement. A true and accurate copy of the Letter Agreement was recorded by the Secured Party with the United States Patent and Trademark Office on September 27, 2012, at Reel 4868, Frame 0558, Document Number BLHT101US, with Peter Coppola as Assignor, and Harvey Bloch as Assignee ("Recordation");



WHEREAS, the Secured Party has been paid in full by Grantor;

WHEREAS, pursuant to 3 of the Settlement Agreement, Grantor it now contractually entitled to: (a) execute and record a satisfaction and release of the aforesaid security interest in the Trademark and IP Interests of Grantor; (b) terminate the Letter Agreement and the security interest created therein, and satisfy the Letter Agreement of record by executing this release for the purpose of, inter alia, having it recorded with the United States Patent and Trademark office;

NOW, THEREFORE, as result of Grantor's payment in full of the monetary settlement amount stated in Section 3 of the Settlement Agreement to the Secured Party and for other good and valuable consideration, pursuant to section 3 of the Settlement Agreement, the Secured Party hereby satisfies and terminates the security interest contained in the Letter Agreement, if any. Consequently, any such security interest claimed by the Secured Party in the Trademark and IP Interests have expired, lapsed and are terminated. As such irrevocably the Grantor is vested with full and unencumbered title and ownership to the Trademark and the related IP Interests, which rights shall include, without limitation:

- a) the Trademark and Trademark Application, more fully described in Exhibit A;
- b) the IP Interests;
- all trademarks and trademark applications (i) to which the Trademark directly or indirectly claims priority, (ii) for which the Trademark directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference, or are directly or indirectly incorporated by reference into, the Trademark;
- d) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (c);
- e) all non-United States trademarks, trademark applications, patents, patent applications and counterparts relating to the Trademark or any item in any of the foregoing categories (a) through (d), including, without limitation, certificates of invention, utility models, industrial design protection, design trademark protection, other governmental grants or issuances, and any rights to apply in any or all countries of the world for trademarks or patents, certificates of invention, utility models, industrial design protections, design patent protections, or governmental grants or issuances of any type related to the Trademark

Sdn\releases\pcb.harvey block.01doc

- and the related inventions, invention disclosures, and discoveries;
- f) inventions, invention disclosures, and discoveries described in the Trademark or IP Interests of any item in the foregoing categories (a) though (e);
- all rights to apply in any or all countries of the world for trademarks, patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- h) causes of action (whether known or unknown, or whether currently pending, filed, or otherwise) and other enforcement rights, under or on account of the Trademark and/or the rights described in the above subparagraphs (a) through (g), including, without limitation, all causes of action and other enforcement rights for
  - i. damages,
  - ii. injunctive relief, and
  - iii. any other remedies of any kind for past, current and future infringement; and
- i) all rights to collect royalties and other payments under or on account of any of the Trademark and/or any item in any of the foregoing categories (a) through (h).

If necessary or desired, the Secured Party hereby authorizes Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest related to the items set forth in categories (a) through (i) by the Secured Party.

Furthermore, the Secured Party has cancelled as paid in full the 8 separate Promissory Notes executed by Coppola to the Secured Party which gave rise to the Letter Agreement. To that end, the Secured Party shall mark each of the 8 original Promissory Notes "Canceled and Paid in Full", shall sign the aforesaid cancellation, and shall return them to the Grantor.

This Release is governed by the laws of the State of Florida, excluding its choice of law principles to the contrary.

Sdn\releases\pcb.harvey block.01doc

Furthermore, pursuant to the terms and provisions of the Settlement Agreement, the Secured Party has contractually authorized the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

Witness Name: Arry B Rociclo  Witness Name: Janet 3. Mattlin	By: Harvey Block
STATE OF FLORIDA Beach	
on this day personally appeared HARVEY BLO whose name is subscribed to the foregoing instru the same for the purposes and consideration there	ment and acknowledged to me that he executed in expressed.
Given under my hand and seal of office, the	nis 16 day of 1919Mon, 2014.
RONALD E. D'ANNA MY COMMISSION # EE927729 EXPIRES: August 27, 2016	Notary Public Printed Name: My Commission Expires:
Personally Known to Me Produced Identification	
Type of Identification Produced:	

Sdn\releases\pcb.harvey block.01doc

1

# EXHIBIT "A"

### Peter Coppola Beauty, LLC Peter John Coppola

Trademark Image Report

**RECORDED: 12/12/2014** 

Status: ACTIVE

Page Printed: 9/9/2014

COUNTRY F	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PETER COPPOL	A KERATIN AD	VANCE					
JNITED STATES	PCB.002UST	3/7/2013	85/870,087			PENDING	03
PETER COPPOL	A KERATIN CO	ONCEPT					
JNITED STATES	PCB.003UST	3/7/2013	85/870,089			PENDING	03
COPPOLA							
UNITED STATES	PCB.006UST	4/10/2014	86/248,098			PENDING	0:
HAIR IS YOUR	MOST IMPORT	ANT ACCESS	ORY				
UNITED STATES	PCB.004UST	7/2/2013	86/000,989			ALLOWED	0
PETER COPPOI	L <b>A</b>						
CANADA	PCB.001CAT	7/18/2014	1685915			PENDING	C
EUROPEAN UNION (CT	PCB.001EUT	7/4/2014	13056015			PENDING	03,08,4
UNITED STATES	PCB.001UST	11/3/2006	77/036,314	9/4/2007	3,287,456	REGISTERED	03,4
REWIND THE S	TRANDS OF T	ME					
UNITED STATES	PCB.005UST	1/22/2014	86/172,216			ALLOWED	(
			END OF REPOR	Τ		TOTAL ITEMS SELEC	TED =

**TRADEMARK REEL: 005418 FRAME: 0642**