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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM331859

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
MASTER WELL COMB COMPANY		01/29/2015	CORPORATION: ILLINOIS	

RECEIVING PARTY DATA

Name:	T. T. BEAUTY LLC
Street Address:	1830 N. LAMON AVE.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60639
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	73681601	KREW COMB
Serial Number:	85834910	MASTER WELL COMB

CORRESPONDENCE DATA

Fax Number: 3127826690

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: 3124560380

Email: NKONDZIOLKA@RSPLAW.COM

Correspondent Name: CAROLINE S. SMITH, ESQ.

Address Line 1: 180 N. LA SALLE ST.

Address Line 2: SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60601

NAME OF SUBMITTER:	CAROLINE S. SMITH
SIGNATURE:	/CAROLINE S. SMITH, ESQ./
DATE SIGNED:	02/11/2015

Total Attachments: 3

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TRADEMARK
REEL: 005458 FRAME: 0379

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TRADEMARK ASSIGNMENT

This TRADEMARK PROPERTY ASSIGNMENT ("Assignment"), dated effective as of January 29, 2015, is entered into by and between Master Well Comb Company, an Illinois corporation ("Assignor") and T.T. Beauty LLC, an Illinois limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated effective as of January 15, 2015 among Assignor and Assignee, and the other parties signatory thereto.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to irrevocably assign to Assignee the Trademark, Serial No. 73681601 registered on April 5, 1988 ("Krew Comb Trademark") and the Trademark, Serial No. 85834910 registered on October 14, 2014 ("Master Well Comb Trademark");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to irrevocably assign all rights to the marks and/or names, "Krew Comb" and "Master Well Comb" and all rights related thereto, including to derivative names, including "Well Comb", whether registered or not (Krew Comb Trademark, Master Well Comb Trademark, the names/marks "Krew Comb", "Master Well Comb" and "Well Comb" are hereinafter collectively referred to as "Trademarks", whether or not registered.)

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

INTELLECTUAL PROPERTY

Assignor hereby assigns, transfers and sets over to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing registrations, to renewals and extensions, all rights to utilize the Trademarks in commerce, all rights to register or renew any or all of the Trademarks in any and every state, with the federal government and itnernationally, to reproduce, license, transfer ownership and to maintain and prosecute causes of action for trademark infringement, royalties and proceeds heretofore accrued. All rights in the Trademarks granted to an owner under the trademark laws of the United States, foreign countries and international trademark conventions and the right to grant these rights or any part of them to third parties are hereby assigned by Assignor to Assignee.

Assignor authorizes and requests the Illinoise Secreatry of State, the United States Patent and Trademark Office and any other similar government authority to record Assignee as the assignee and/or owner of all of the Trademarks, or any one of them, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under

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the same, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representative.

GENERAL

- 1. <u>Entire Agreement</u>. This Assignment and the Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.
- 2. <u>Binding Assignment</u>. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.
- 3. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Illinois, excluding any conflicts of laws or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.
- 4. <u>Severability</u>. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.
- 5. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or e-mail transmission of a signed version of this Agreement shall be legally binding.
- 6. <u>Headings</u>. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[Remainder of page intentionally left blank. Signature page to follow.]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

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ASSIGNEE:

Illinois corporation

MASTER WELL COMB COMPANY, an T.T. BEAUTY LLC, an Illinios limited liability company

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RECORDED: 02/11/2015

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