

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	OPTION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tru Hair, Inc.		11/20/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Tru Beauty, LLC		
Street Address:	3001 Executive Drive		
Internal Address:	#270		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33762		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4271186	TRUHAIR	
Registration Number:	4260807	TRUHAIR BY CHELSEA SCOTT	
CORRESPONDENCE DATA			
Fax Number:	3102299901		
<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:	310-229-9900		
Email:	GJSater@Venable.com		
Correspondent Name:	Venable LLP		
Address Line 1:	2049 Century Park East		
Address Line 2:	Suite 2100		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Ruhi Kumar		
SIGNATURE:	/ruhikumar/		
DATE SIGNED:	09/10/2015		
Total Attachments: 4			
source=Tru Beauty - Trademark License Agreement#page1.tif			
source=Tru Beauty - Trademark License Agreement#page2.tif			
source=Tru Beauty - Trademark License Agreement#page3.tif			

CH \$65.00 4271186

Trademark License Agreement

THIS AGREEMENT (the "Agreement") dated November 20 2013 (the "Effective Date") is made by and between Tru Hair, Inc., a Florida corporation with offices at 14044 Icot Blvd., Clearwater, FL 33760 ("Licensor") and Tru Beauty, LLC, a Florida limited liability company with offices at 3001 Executive Drive #270, Clearwater, FL 33762 ("Licensee").

Recitals

- (A) Licensor is the owner of the trademarks set forth on Schedule A attached hereto (the "Trademarks").
(B) Licensee desires to use the Trademarks to produce, market, distribute and sell hair care products (the "Business").

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

Agreement

- 1 Grant of License. Licensor hereby grants to Licensee and Licensee hereby accepts the exclusive, worldwide, irrevocable, transferable, sublicenseable right, privilege and license to use the Trademarks (the "License").
2 Term. The term of the License shall begin on the Effective Date and shall end on the second anniversary of the Effective Date (the "Term").
3 License Fee. In consideration of the License, Licensee shall pay the sum of twenty-five thousand dollars (\$25,000) (the "License Fee").
4 Appointment. Licensor hereby grants Licensee and Licensee hereby accepts the exclusive, nontransferable right to act as Licensor's representative to market, distribute and sell the inventory identified on Schedule B attached hereto (the "Inventory").
5 Option to Acquire Trademarks. Provided it is not in default under this Agreement, Licensee shall have the exclusive right to acquire the Trademarks and all associated goodwill for the additional sum of \$10.00 (the "Option").

Handwritten signatures and initials.

limitation, to effect such transfer of ownership in the records of the United States Patent and Trademark Office.


- 6 **Early Transfer of Trademarks.** In the event that Licensor files a petition to declare it bankrupt or for a reorganization under the Bankruptcy Law or any similar statute or if a receiver or similar entity is appointed for Licensor, then the ownership of the Trademarks is automatically transferred to Licensee without any further action or documentation necessary.
- 7 **Good Will.** Licensee recognizes that there exists value and good will associated with the Trademarks and acknowledges that the Trademarks and all rights therein and good will pertaining thereto belong exclusively to Licensor and that the Trademarks has a secondary meaning in the mind of the public.
- 8 **Licensor's Title and Protection of Licensor's Rights.**
 - 8.1 Licensee will not during the Term directly or indirectly challenge Licensor's title to the Trademarks, any rights of Licensor in or to the Trademarks or the validity of the License.
 - 8.2 Each party will comply with all reasonable requests by or on behalf of the other party intended to protect such party's rights in the Trademarks. Licensee will notify Licensor of any potential infringement of Licensor's rights in the Trademarks of which Licensee becomes aware, and Licensor will have the sole right to determine whether or not any action shall be taken on account thereof. Licensee will not take any action on account of any potential infringement without first obtaining the written consent of Licensor. Licensee will cooperate fully and in good faith with Licensor for the purpose of securing and preserving Licensor's rights in and to the Trademarks.
 - 8.3 Nothing contained in this Agreement shall be construed as an assignment or grant to Licensee of any right, title or interest in or to the Trademarks, all rights relating thereto being reserved by and to Licensor except for the License granted hereunder to Licensee. Upon expiration or termination of this Agreement, Licensee will be deemed to have assigned, transferred and conveyed to Licensor any trade rights, equities, good will or other rights in and to the Trademarks that may have been acquired by Licensee or that may have vested in Licensee. Licensee will execute any instruments requested by Licensor to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance will be without further consideration.
- 9 **Use of Trademarks.** Licensee will append the registered trademark symbol ® to all written expressions of the Trademarks. Licensee will include the following legal notice in all advertising and promotional materials containing the Trademarks: "TruHair® and TruHair by Chelsea Scott® are registered trademarks of Tru Hair, Inc."
- 10 **Termination.**
 - 10.1 If either party is in breach of any of its obligations under this Agreement, the other party may deliver written notice to the breaching party specifying the nature of the breach. This Agreement will terminate thirty days thereafter unless the breaching party begins to cure the breach by the end of such thirty-day period and diligently pursues such cure to completion.
 - 10.2 Upon expiration of the Term or its earlier termination, Licensee will immediately cease all use of the Trademarks and will not thereafter use any name, mark or trade name similar thereto. Termination under this Section 10 shall be without prejudice to any other right or privilege that Licensor may otherwise have.
- 11 **Compliance with Laws and Regulations.** Licensee will not, and will ensure that its personnel do not, infringe any laws or regulations the infringement of which by Licensee might tend to have an adverse effect on the Trademarks.

12 Miscellaneous.

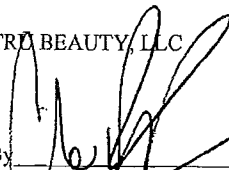
- 12.1 Except as provided in Section 4, Licensee will not in any manner or respect become the legal representative or agent of Licensor by virtue of this Agreement.
- 12.2 This Agreement represents the entire agreement of the parties, and supersedes any prior or current understandings, whether written or oral. Without limiting the generality of the foregoing, this Agreement supersedes and replaces in its entirety the Product Line Purchase Agreement.
- 12.3 This Agreement may be amended at any time by mutual agreement of the parties in writing.
- 12.4 The laws of Florida (excluding its choice of law rules) govern this Agreement. EACH PARTY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY CLAIM RELATING TO THIS AGREEMENT.
- 12.5 Except as provided in Section 1, above, neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement without the other party's prior written consent, except to an entity that has acquired all or substantially all of such party's assets or as part of a genuine corporate reorganization. If the Licensor assigns or otherwise transfers this Agreement without the Licensee's consent pursuant to a sale of substantially all of its assets or as part of a merger or consolidation in which the Licensor is not the surviving company, then, at any time thereafter, the Licensee may immediately exercise the Option.
- 12.6 This Agreement may be executed in counterparts and delivered by facsimile or in portable document format (pdf). Each counterpart so executed and delivered shall be deemed an original and all counterparts together shall constitute one and the same instrument.


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

TRU HAIR, INC.

By 
Name: Ronald C. Pruett, Jr.
Title: Chief Executive Officer

TRU BEAUTY, LLC

By 
Name: Chelsey Scott
Title:

By 
Name: Robert Circosta
Title:

Schedules

Schedule A: Trademarks

Schedule B: List of Inventory

SCHEDULE A

TRADEMARKS

TRUHAIR

Word Mark TRUHAIR
Goods and Services IC 022, US 091 051 009 050 031 052, G & D, Dry Shampoo; Hair conditioners; Hair conditioner; Hair products, namely, styling control creams; Hair shampoos; Hair spray; FIRST USE: 20111221, FIRST USE IN COMMERCE: 20111221
Standard Character Claims (1) STANDARD CHARACTER MARK
Mark Drawing Code 8501312
Serial Number 8501312
Filing Date April 18, 2012
Current Basis 1A
Original Filing Basis 1A
Published for Opposition October 23, 2012
Registration Number 4291106
Registration Date January 6, 2013
Owner (REGISTRANT) THE HAIR, INC. CORPORATION, FLORIDA 14044 Lee Blvd., Clearwater, FLORIDA 33769
Attorney of Record Aaron Popkin
Type of Mark TRADEMARK
Registrar FEDERAL
Live/Dead Indicator LIVE

TRUHAIR BY CHELSEA SCOTT

Word Mark TRUHAIR BY CHELSEA SCOTT
Goods and Services IC 022, US 091 051 009 050 031 052, G & D, Dry Shampoo; Hair conditioners; Hair conditioner; Hair products, namely, styling control creams; Hair shampoos; Hair spray; FIRST USE: 20111221, FIRST USE IN COMMERCE: 20111221
Standard Character Claims (1) STANDARD CHARACTER MARK
Mark Drawing Code 8501354
Serial Number 8501354
Filing Date April 18, 2012
Current Basis 1A
Original Filing Basis 1A
Published for Opposition October 2, 2012
Registration Number 4290907
Registration Date December 16, 2012
Owner (REGISTRANT) THE HAIR, INC. CORPORATION, FLORIDA 14044 Lee Blvd., Clearwater, FLORIDA 33769
Attorney of Record Aaron Popkin
Type of Mark TRADEMARK
Registrar FEDERAL
Other Data The name(s), color(s), and/or stylization(s) shown in the mark field(s) "Chelsea Scott", where consistent to register's mark of record.
Live/Dead Indicator LIVE