

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408454

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WillaGirl, LLC		10/14/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WBC Group, LLC		
<b>Street Address:</b>	450 N. 54th Street		
<b>City:</b>	Chandler		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85226		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86548608	POSSIBILITY IS CALLING	
<b>Registration Number:</b>	4749556	WILLAGIRL	
<b>Serial Number:</b>	86316165	YOUR SKIN IS YOUR BEST MAKEUP.	
<b>Serial Number:</b>	85847965	WILLA	
<b>Registration Number:</b>	4150518	START YOUNG. STAY YOUNG.	
<b>Registration Number:</b>	4175959	WILLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6029165651		
<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>			
<b>Phone:</b>	602-916-5451		
<b>Email:</b>	ip@fclaw.com		
<b>Correspondent Name:</b>	Stacie K. Smith		
<b>Address Line 1:</b>	2394 East Camelback Road		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85016-3429		
<b>ATTORNEY DOCKET NUMBER:</b>	043970.0001		
<b>NAME OF SUBMITTER:</b>	Stacie K. Smith		
<b>SIGNATURE:</b>	/Stacie K. Smith/		

CH \$165.00 86548608

<b>DATE SIGNED:</b>	12/09/2016
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**Total Attachments: 6**

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ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY (this “Assignment Agreement”) is made and entered into on October 14, 2016 by and among WBC Group, LLC, a Delaware limited liability company (the “Company”), and WillaGirl, LLC, a Delaware limited liability company (“Willa”). The Company and Willa are each referred to herein as a “Party” and are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, Origami Owl, LLC, a Delaware limited liability company and Willa have entered into that certain Joint Venture Formation and Contribution Agreement, dated as of the date hereof (the “JV Agreement”) to form the Company as a joint venture;

WHEREAS, the Company and Willa now desire to enter into this Assignment Agreement to effect the sale, assignment, transfer and conveyance of all of Willa’s right, title and interest in and to the Intangible Property; and

WHEREAS, delivery of this Assignment Agreement is contemplated by Section 3.3 and Section 7.3 of the JV Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the JV Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. *Definitions.* Capitalized terms used but not defined herein have the meanings ascribed to such terms in the JV Agreement.

2. *Assignment of Intangible Property.* Effective as of the Closing, Willa hereby assigns and agrees to assign to the Company, its successors and assigns, free and clear of all Encumbrances other than Permitted Encumbrances (a) all of Willa’s right, title and interest in and to the Intangible Property, together with any goodwill associated therewith, including the trademarks and trademark registrations and trademark applications identified in Schedule A and the copyright registrations and works of authorship identified in Schedule B; (b) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Intangible Property, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (c) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Intangible Property, for the Company’s own use and enjoyment and for the use and enjoyment of the Company’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Willa if this assignment had not been made (together, the “Assigned Rights”).

3. *Excluded Assets and Liabilities.* The Company does not, and will not by assumption of the Assigned Rights or the acceptance of this Assignment Agreement, assume any

Excluded Assets or Excluded Liabilities, and the Parties agree that all such Excluded Assets and Excluded Liabilities will remain the sole responsibility of Willa as set forth in the JV Agreement.

4. *Cooperation.* Willa will provide, at the Company's expense, all reasonable assistance requested by the Company related to the Assigned Rights in connection with any reasonable effort by the Company to establish, perfect or defend the Company's rights in the Assigned Rights, including by executing further confirmatory assignments, by providing good faith testimony by declaration, affidavit or in person, and by filing any intellectual property assignment agreements or other forms or documents that may be required to record or perfect the assignment of the Assigned Rights. Willa hereby irrevocably designates and appoints the Company as its duly authorized agent and attorney-in-fact, coupled with an interest, to do all other lawfully permitted acts to further the purposes set forth in this Assignment Agreement.

5. *Waiver of Moral Rights.* Willa hereby irrevocably and unconditionally waives all "moral rights" in the Assigned Rights and all components thereof.

6. *Delivery of Materials.* Immediately following the Closing, Willa will provide to the Company, to the extent then in Willa's possession, all documents, software code, technical specifications, product formulas, package designs, manufacturing processes, drawings and other materials in whatever form and on whatever media that constitutes, embodies, or incorporates any of the Intangible Property.

7. *Terms of the JV Agreement.* In the event of any conflict or inconsistency between the terms of the JV Agreement and the terms hereof, the terms of the JV Agreement will govern.

8. *Amendment.* This Assignment Agreement may not be amended except by an instrument in writing signed on behalf of the Parties.

9. *Binding Effect.* This Assignment Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

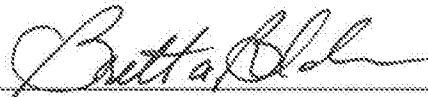
10. *Governing Law; Choice of Forum.* This Assignment Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to any principles of conflicts of law that would result in the application of the laws of another jurisdiction. The parties agree that the proper and exclusive forum for any legal action arising out of or relating to this Assignment Agreement or arising out of or relating to Executive's employment by the Company will be the federal and state courts in Maricopa County, Arizona, and that any such action shall be brought only in the federal and state courts of Maricopa County, Arizona. The parties consent to the exercise of personal jurisdiction in any such action by the courts in Maricopa County, Arizona.

11. *Counterparts.* This Assignment Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment Agreement. This Assignment Agreement may be executed via facsimile or other electronic means and shall be deemed to have the same legal effect as delivery of an original signed copy of the Assignment Agreement.

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

**COMPANY:**

WBC Group, LLC

By:   
Name: Brett Blake  
Title: CEO of Origami Owl, LLC, as the  
managing member of WBC Group, LLC

**WILLA:**

WillaGirl, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Assignment of Intangible Property]

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

COMPANY:

WBC Group, LLC

By: \_\_\_\_\_  
Name: Brett Blake  
Title: CEO of Origami Owl, LLC, as the  
managing member of WBC Group, LLC

WILLA:

WillaGirl, LLC

By: Christy Prewer  
Name: Christy Prewer  
Title: founder, Willa Girl LLC.

[Signature Page to Assignment of Intangible Property]

TRADEMARK  
REEL: 005944 FRAME: 0729

**SCHEDULE A**  
**TRADEMARKS**  
**AND**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Application Date</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
POSSIBILITY IS CALLING	USA	27-Feb-2015	86548608			Willagirl, LLC
WILLAGIRL	USA	20-June-2014	86316320	4749556	02-June-2015	Willagirl, LLC
YOUR SKIN IS THE BEST MAKEUP	USA	20-June-2014	86316165			Willagirl, LLC
WILLA	USA	12-Feb-2013	85847965			Willagirl, LLC
START YOUNG. STAY YOUNG.	USA	17-Nov-2009	77798099	4150518	29-May-2012	Willagirl, LLC
WILLA and Design	USA	07-Aug-2009	77799443	4175959	17-July-2012	Willagirl, LLC
START YOUNG STAY YOUNG	Japan	21-Sept-2012	2012-076445	5574136	12-Apr-2013	Willagirl, LLC

**SCHEDULE B**

**COPYRIGHT REGISTRATIONS  
AND  
WORKS OF AUTHORSHIP**

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
WILLA Logo	VA0001833718	15-May-2012	Willagirl, LLC
Willa Girl Jumping	VA0001826050	07-June-2012	Willagirl, LLC
Willa Girl on Swing	VA0001826047	07-June-2012	Willagirl, LLC
Willa Girl on the Globe	VA0001839014	16-July-2012	Willagirl, LLC