

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417302

<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>
Salustiano Samaco		01/23/2017	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Duncan Enterprises		
<b>Street Address:</b>	5673 E. Shields Avenue		
<b>City:</b>	Fresno		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93727		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86541657	LIQUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325763		
<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>	215-569-5763		
<b>Email:</b>	sbockert@blankrome.com		
<b>Correspondent Name:</b>	Shaun J. Bockert		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Shaun J. Bockert		
<b>SIGNATURE:</b>	/Shaun J. Bockert/		
<b>DATE SIGNED:</b>	02/24/2017		
<b>Total Attachments: 6</b>			
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OP \$40.00 86541657



## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of January 23, 2017 (the "Effective Date"), is entered into by and between Salustiano Samaco ("Assignor") and Duncan Enterprises, a California corporation with an address of 5673 E. Shields Avenue, Fresno, CA 93727 (together with its successors and assigns, "Assignee"). Each of the Assignor and Assignee is herein referred to individually as a "Party" and together as the "Parties."

### BACKGROUND

- A. Assignor owns all rights, including Intellectual Property Rights, in the Assigned IP;
- B. Assignor and Assignee are parties to that certain Letter Purchase Agreement, dated as of January 23, 2017 (the "Purchase Agreement"), pursuant to which Assignor has agreed to execute and deliver this Assignment; and
- C. Assignor wishes to assign to Assignee all rights, including Intellectual Property Rights, in the Assigned IP, and Assignee wishes to acquire such rights.

### AGREEMENT

Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, including that under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

#### 1. Definitions.

1.1. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

1.2. "Assigned IP" means all Intellectual Property Rights used in the operation of the Business, including the Marks.

1.3. "Intellectual Property Rights" means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not registered or otherwise perfected, including all: (a) rights associated with works of authorship, including copyrights, moral rights, and all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (b) rights and goodwill associated with trademarks, service marks, trade names, brand names, logos, trade dress, other indicia of origin, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications; (c) rights relating to the protection of trade secrets and confidential information, ideas, formulas, designs, devices, technology, know-how, research and development, inventions, methods, data, databases, processes, compositions and other trade secrets, whether or not patentable; (d) rights analogous to those set forth in this Section 1.3 and all other proprietary rights relating to intangible property; (e) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, or later filed, issued, or acquired; and (f) rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

1.4. "Marks" means the trademarks, trade names, service marks, brand names, logos, trade dress, and marks, whether registered or unregistered, specified in Exhibit A attached hereto, together with all applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same, all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to all of the foregoing rights.

## 2. Assignment of Assigned IP.

2.1. Assignment. Assignor represents and warrants that on or prior to the Effective Date, Glimmer Body Art, LLC (the "Prior Owner") transferred and assigned to Assignor all of the Prior Owner's right, title and interest in and to the Lique business, including without limitation, the Marks. Assignor represents and warrants that it has the full right and authority to enter into this Assignment and transfer and assign the rights granted to Assignee hereunder. Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all of its rights (including all Intellectual Property Rights), good and marketable title, and interest in and to the Assigned IP, together with all goodwill in connection therewith, free and clear of any liens, security interests, encumbrances or claims of others, and Assignor reserves no rights in any of the Assigned IP. Assignor hereby waives all paternity, integrity, moral and other similar rights that it may have now, or in the future, in the works of authorship that are embodied in the Assigned IP. Assignor represents and warrants that it has the full right and authority to enter into this Assignment, to transfer and assign the rights granted hereunder, and to perform its obligations hereunder.

2.2. Recordation. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Assigned IP and to issue all registrations for the Assigned IP, to be in the name of Assignee, as assignee of the Assigned IP, for the sole use of Assignee in accordance with the terms of this Assignment.

## 3. Further Assurances.

3.1. No Retained Intellectual Property Rights. Assignor hereby acknowledges that it retains no right to use the Assigned IP and agrees not to challenge the validity of Assignee's ownership of the Assigned IP or undertake any actions inconsistent with Assignee's ownership thereof. Upon each reasonable request by Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Assigned IP and all rights assigned hereunder, and render all necessary assistance in making application for and obtaining all Intellectual Property Rights related to the Assigned IP in Assignee's name and for its benefit.

3.2. Power of Attorney. Without limiting any provisions hereof, the Assignor hereby irrevocably appoint Assignee as its attorney in fact, with full power of substitution, having full right and authority, in the name of the Assignor or otherwise, and for the benefit and at the expense of Assignee to: (a) exercise all rights and powers of Assignor in respect of the Assigned IP (including, without limitation, executing, verifying and filing any documents needed in connection with the actions specified herein); (b) institute and prosecute all proceedings (legal and equitable) that Assignee may deem proper in order to collect, assert or enforce any claim or right arising out of or with respect to the Assigned IP; (c) defend and compromise all proceedings in respect of any such claim or right; and (d) otherwise do all acts and things in relation to the Assigned IP as Assignee deems advisable. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by it or its subsequent dissolution

or in any other manner or for any other reason. Assignee shall be entitled to retain, for its own account, all amounts collected pursuant to the foregoing powers (including, without limitation, amounts paid as interest and attorney fees in respect thereof).

4. Miscellaneous.

4.1. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. This Assignment being intended solely to effect the transfer of the Assigned IP strictly in accordance with the terms of the Purchase Agreement.

4.2. Enforceability. This Assignment is being executed by the Assignor and shall be binding upon each of Assignee and the Assignor, and their respective successors and consented-to assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

4.3. Mutual Drafting. The Parties acknowledge and agree that this Assignment has been negotiated at arm's-length and among parties equally sophisticated and knowledgeable in the matters dealt with in this Assignment. Accordingly, any law or legal decision that would require interpretation of any ambiguities in this Assignment against the party that has drafted it is not applicable and is waived.

4.4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law rule.

4.5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

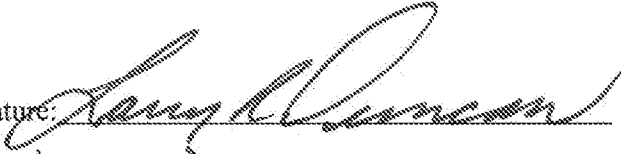
[SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNEE:

DUNCAN ENTERPRISES

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

LARRY DUNCAN

Title: \_\_\_\_\_

CHAIRMAN

ASSIGNOR:

SALUSTIANO SAMACO

Signature: \_\_\_\_\_

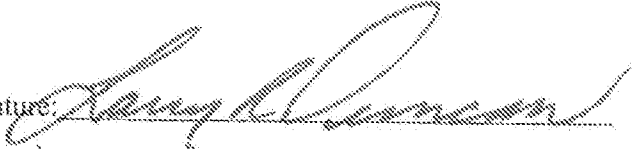
Name: Salustiano Samaco

[IP Assignment (Samaco to Duncan)]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNEE:

DUNCAN ENTERPRISES

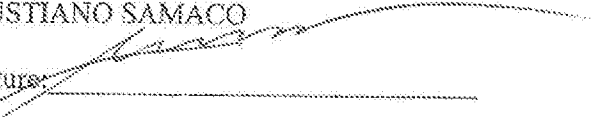
Signature: 

Name: LARRY DUNCAN

Title: CHAIRMAN

ASSIGNOR:

SALUSTIANO SAMACO

Signature: 

Name: Salustiano Samaco

[IP Assignment (Samaco to Duncan)]

EXHIBIT A

Marks

*Trademark Applications*

Mark	Country	Application Number	Filing Date
LIQUE	United States	86/541,657	February 20, 2015