# OP \$40.00 4685232

ETAS ID: TM429151

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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
Girlfriend's Beauty LLC		04/23/2016	Limited Liability Company:

# **RECEIVING PARTY DATA**

Name:	Lash Bomb, L.L.C.		
Street Address:	47 E Fort Union Blvd, #208		
City:	Midvale		
State/Country:	UTAH		
Postal Code:	84047		
Entity Type:	Limited Liability Company: UTAH		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4685232	LASHBOMB

# **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.

Phone: 801-870-1047
Email: pco@eminentip.com
Correspondent Name: Paul C. Oestreich
Address Line 1: P.O. Box 573
Address Line 2: Eminent IP, P.C.

Address Line 4: Salt Lake City, UTAH 84110-0573

ATTORNEY DOCKET NUMBER: 5043.GFBL.TM

NAME OF SUBMITTER: Paul C. Oestreich

SIGNATURE: /Paul C. Oestreich/

DATE SIGNED: 05/29/2017

**Total Attachments: 2** 

source=5043.GFBL.TM - Assignment - Executed#page1.tif source=5043.GFBL.TM - Assignment - Executed#page2.tif

TRADEMARK REEL: 006072 FRAME: 0046

900407603

## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (hereinafter "this Agreement") is entered into freely by and between Girlfriend's Beauty LLC, a Utah Limited Liability Company (hereinafter, "Assignor") and Lash Bomb, L.L.C., a Utah Limited Liability Company (hereinafter, "Assignee").

WHEREAS, Assignor is the owner of the actual trademark and associated goodwill, identified as follows: Mark: LASHBOMB, standard characters, Trademark Registration No. 4,685,232, Registration Date: February 10, 2015, International Class: 003, Goods and Services Description: Artificial eyelashes (hereinafter "the Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest including goodwill in the Trademark and associated trademark application(s) and resulting trademark registration(s) in perpetuity;

NOW, the parties agree as follows:

- 1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
- 2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1, payable on April 23, 2016.
- 3. Representations and Warranties. Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights and associated goodwill, in the Trademark;
  - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
  - (d) The Trademark does not infringe the rights of any person or entity:
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and



Eminent IP® - Nothing But IP®

Page | 1

TRADEMARK REEL: 006072 FRAME: 0047

- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.
- 5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: None.
- 6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.
- 7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
- 8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States and the State of Utah.

Dated: April 23, 2016

ASSIGNOR: Girlfriend's Beauty LLC ASSIGNEE: Lash Bomb, L.L.C.

Signature

Jill Ann Kindall, President

RECORDED: 05/29/2017

Signature-

-Jill Ann Kindall, President

Eminent IP® - Nothing But IP®

Page | 2