

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lux Holdings, Inc.		02/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Element Financial Corporation		
Street Address:	161 Bay Street, Suite 3600		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85558698	LUXHAIR	
Serial Number:	86385910	LUXHAIR	
Serial Number:	85505799	KERALON	
Serial Number:	85558646	HOW	
CORRESPONDENCE DATA			
Fax Number:	8185745689		
<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:	8182075134		
Email:	dschnider@nolanheimann.com		
Correspondent Name:	David Schnider		
Address Line 1:	16133 Ventura Blvd., Ste. 820		
Address Line 4:	Encino, CALIFORNIA 91436		
NAME OF SUBMITTER:	David Schnider		
SIGNATURE:	/David Schnider/		
DATE SIGNED:	12/06/2017		
Total Attachments: 11			
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IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO. 2015-CA-014172

ELEMENT FINANCIAL CORP.,
a foreign corporation,

Plaintiff,

vs.

LUX HOLDINGS, INC., a Delaware
corporation; and 2391564 ONTARIO, INC.,
a foreign corporation

Defendants.

STIPULATION AND CONSENT TO FINAL JUDGMENT

Plaintiff, Element Financial Corporation (“Element”), and Lux Holdings, Inc. (“Lux Holdings”), and 2391564 Ontario, Inc. (“Guarantor”), hereby stipulate and consent to entry of the Final Judgment and stipulate as and agree as follows:

BACKGROUND

1. On or about September 8, 2014, Element, Lux Holdings and Guarantor entered into a Loan Agreement dated September 8, 2014 (the “Loan Agreement”), pursuant to which, and in consideration of the execution of the following described documents, Element agreed to loan Lux Holdings US \$3,100,000 (the “Loan Amount”).

2. In conjunction with the Loan Agreement, Element, Lux Holdings and Guarantor (collectively, the “Parties”) executed documents including, *inter alia*, the following (the “Loan Documents”):

(a) A General Security Agreement dated September 8, 2014 (the "Lux Security Agreement") whereby Lux Holdings granted Element a security interest in all Collateral, as defined in Section 2.02 of the Security Agreement to include, *inter alia*, all goods, inventory and equipment (the "Collateral");

(b) An Intellectual Property General Security Agreement Supplement dated September 8, 2014, (the "Intellectual Property General Security Agreement");

(c) A Guarantee Agreement (the "Guaranty") whereby the Guarantor guaranteed the performance of the "Obligations" as defined in the Loan Agreement; and

(d) A General Security Agreement dated September 8, 2014 (the "Guarantor Security Agreement") whereby the Guarantor granted Element a security interest in all Collateral, as defined in Section 2.02 of the Security Agreement dated June 4, 2015, to include, *inter alia*, all goods, inventory and equipment.

3. Pursuant to the Loan Agreement, as amended, Lux Holdings was to pay Element accrued interest monthly in arrears on the first day of each calendar month and on the date of final repayment of the loan, which, by Amendment Number Two to the Loan Agreement, was extended to January 1, 2016.

4. On or about August 27, 2014, Element recorded a UCC Financing Statement, Form UCC-1 with the Secretary of State of the State of Delaware.

5. Lux Holdings failed to make the November 2015 monthly payment due under the terms of the Loan Agreement, and has failed to make subsequent required payments.

6. Element made demand on Lux Holdings and the Guarantor for all amounts due and owing to Element pursuant to the Loan Agreement, Lux Security Agreement, the Guaranty and the Guarantor Security Agreement Guarantor, and Lux Holdings and Guarantor failed to

make the demanded payments.

7. On December 29, 2016, Element filed its Verified Complaint for Replevin and Damages against Lux Holdings and Guarantor seeking: (a) damages for breach of a loan agreement; (b) replevin; (c) damages for breach of the Guaranty; and (d) and foreclosure of security interests.

8. Lux Holdings and the Guarantor received service of the Complaint.

9. Element is the owner and holder of the Loan Agreement, Lux Security Agreement, the Guaranty and the Guarantor Security Agreement.

10. Element has a perfected, first priority security interest in the Collateral.

11. Element is entitled to foreclosure of its security interests and liens, which are superior to any and all interests which may be claimed by any and all other parties.

12. Lux Holdings and Guarantor owe to Element the principal sum of \$3,100,000 plus accrued and accruing interest (at a contract rate and default rate), and attorney's fees, costs and expenses payable pursuant to the Loan Documents as determined and when due as shall be set forth in the Final Judgment.

CONSENT TO ENTRY OF FINAL JUDGMENT

In consideration of the foregoing and the exchange of consideration, the sufficiency of which is acknowledged, Element, Lux Holdings, and Guarantor stipulate and agree:

13. The foregoing recitals are true and correct and are incorporated fully herein.

14. Lux Holdings and Guarantor admit that they, jointly and severally, owe Element the amounts sought in the Complaint and that Element is entitled to the replevin and foreclosure relief sought in the Complaint.

15. The Parties have entered into a Settlement Agreement, the terms and provisions of which are hereby incorporated herein by reference in their entirety, pursuant to which the Parties have agreed to the filing of this Stipulation and the entry of the Final Judgment and further, hereby stipulate and consent to the entry of the Final Judgment (in the form attached hereto as **Exhibit 1** or in such other form as required by the Court).

16. Lux Holdings and Guarantor irrevocably stipulate and agree to the sale of all personal property and other collateral described in the Final Judgment and waive any rights, including rights of redemption, now or hereafter existing to object to or otherwise impede the sale of such property.

17. Lux Holdings and Guarantor each agree that, for consideration as described above, and for other good and valuable consideration, in the event a bankruptcy petition under any Chapter of the United States Bankruptcy Code (11 U.S.C. §101, et seq.) (the “Bankruptcy Code”), or any Canadian legislation dealing with bankruptcy and/or insolvency, is filed by or against the Lux Holdings or Guarantor at any time after the date indicated below, Element shall be entitled to the immediate entry of an order from the appropriate court granting Element complete relief from the automatic stay imposed by Section 362 of the Bankruptcy Code (11 U.S.C. §362), or any equivalent or similar provision of any Canadian legislation dealing with bankruptcy and/or insolvency, to exercise its foreclosure and other rights, including but not limited to obtaining a foreclosure judgement and foreclosure sale, upon the filing with the appropriate court of a motion for relief from the automatic stay, or any equivalent or similar provision of any Canadian legislation dealing with bankruptcy and/or insolvency, with a copy of this Agreement attached thereto. Lux Holdings and Guarantor specifically agree, in the event of any such petition is filed by or against Lux Holdings or Guarantor, (i) that upon filing a motion

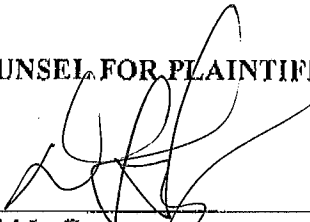
for relief from the automatic stay, or any equivalent or similar provision of any Canadian legislation dealing with bankruptcy and/or insolvency, Element shall be entitled to relief from the stay without the necessity of an evidentiary hearing and without the necessity or requirement of Element to establish or prove the value of the assets subject to Element's security interests pursuant to subsections 8.01(a), (b), (c) and (d) of the Loan Agreement (as amended), any other Loan Document (as amended) or any provision of this Agreement, the lack of adequate protection of its interest in such assets, or the lack of equity in such assets; (ii) that the lifting of the automatic stay hereunder by the appropriate court shall be deemed to be "for cause" pursuant to Section 362(d)(1) of the Bankruptcy Code (11 U.S.C. § 362(d)(1)); and (iii) that Lux Holdings and Guarantor will not directly or indirectly oppose or otherwise defend against Element's efforts to gain relief from the automatic stay or any equivalent or similar provision of any Canadian legislation dealing with bankruptcy and/or insolvency. This provision is not intended to preclude the Lux Holdings or Guarantor from filing for protection under any Chapter of the Bankruptcy Code (11 U.S.C. § 101, et seq.) or any Canadian legislation dealing with bankruptcy and/or insolvency. The remedies prescribed in this paragraph are not exclusive and shall not limit Element's rights under the Loan Documents, this Agreement or under any law."

18. The Court has and will retain subject matter and personal jurisdiction over this action and the Parties.

WHEREFORE, the Parties respectfully request entry of the Final Judgment in the form attached hereto as Exhibit 1.

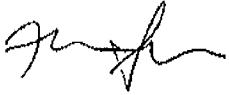
Dated: ^{February} January 5, 2016

COUNSEL FOR PLAINTIFF:



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EXHIBIT 1

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO. 2015-CA-014172

ELEMENT FINANCIAL CORP.,
a foreign corporation,

Plaintiff,

vs.

LUX HOLDINGS, INC., a Delaware
corporation; and 2391564 ONTARIO, INC.,
a foreign corporation

Defendants.

FINAL JUDGMENT

THIS CAUSE, having come before the Court upon the Parties Stipulation and Consent to Final Judgment, and the Court being advised that the parties have agreed to the entry of this Final Judgment in favor of the Plaintiff and against the Defendants, LUX HOLDINGS, INC., 2391564 ONTARIO INC., and being otherwise fully advised in the premises, it is hereby:

ORDERED AND ADJUDGED as follows:

1. Final Judgment is hereby entered on Count I of the Complaint in favor of the Plaintiff, Element Financial Corporation, a foreign corporation, whose address is 161 Bay Street, Suite 3600, Toronto, Ontario Canada, M5J 2S1, and jointly and severally against Defendant Lux Holdings, Inc., a Delaware corporation, whose address is 1103 Gateway Blvd, Boynton Beach, Florida 33426. Plaintiff has the right against Defendant Lux Holdings to obtain and/or retain

possession of the Collateral as described in the Complaint and as more specifically set forth on the attached Schedule A (the "Collateral").

2. Final Judgment is hereby entered on Counts II and III of the Complaint in favor of the Plaintiff, Element Financial Corporation, a foreign corporation, whose address is 161 Bay Street, Suite 3600, Toronto, Ontario Canada, M5J 2S1, and jointly and severally against Defendant Lux Holdings, Inc., a Delaware corporation, whose address is 1103 Gateway Blvd, Boynton Beach, Florida 33426, and Defendant 2391564 Ontario Inc., a foreign corporation, whose address is 333 Bay Street, Suite 2400, Toronto, Ontario, Canada, M5H 2T6, in the amount of \$3,349,770, which sum shall accrue interest from this date forward at the prevailing legal rate of interest, and for which let execution issue forthwith.

3. Final Judgment is hereby entered on Count IV of the Complaint in favor of the Plaintiff, Element Financial Corporation and against Defendant, Lux Holdings, Inc. Plaintiff, Element Financial Corporation has a perfected, first priority security interest in, and is entitled to exercise all remedies available to it by agreement or by law, and pursuant to Florida Statute Section 679.607 is entitled to foreclose upon its security interest in, all collateral as articulated in Count IV and as set forth in the General Security Agreement dated September 8, 2014, and the Intellectual Property General Security Agreement Supplement dated September 8, 2014, both executed by Lux Holdings, Inc., and Defendant, Lux Holdings, Inc. hereby surrenders to Plaintiff, Element Financial Corporation all of Lux Holding Inc.'s right, title and interest in the Collateral, wherever located.

4. Plaintiff, Element Financial Corporation has the immediate right to dispose of the Collateral and Defendant Lux Holdings, Inc. and Defendant 2391564 Ontario, Inc. have no rights, including any rights of redemption, now or hereafter existing to object to or otherwise

impede the sale of such Collateral. Plaintiff, Element Financial Corporation shall have the right to be reimbursed for the expenditure of all fees, costs and expenses related to the sale of any or all of the Collateral, and shall be reimbursed for such fees, costs and expenses from the proceeds of such sale. The amounts recovered by Element from the sale of the Collateral, net of fees, costs and expenses, shall be credited dollar for dollar against the amount due and owing to Element pursuant to this Judgment.

5. The terms and conditions of the Settlement Agreement and Stipulation to Consent to Final Judgment that was executed by and between the parties to this action are hereby incorporated herein by reference in their entirety.

6. The Court retains jurisdiction of this action for issuance of such further orders, judgments, and relief as may be necessary and proper, including without limitation, the entry of any orders relating to the execution of this Final Judgment by Plaintiff and granting additional fees and costs in connection therewith.

DONE AND ORDERED, in Chambers in Palm Beach County, Florida this ____ day of _____, 2016.

Honorable Thomas H. Barkdull, III
Circuit Court Judge

Copies furnished to:
David L. Gay, Esq.
Frank Smith, Esq.

Schedule A

Collateral means all right, title, interest of Lux Holdings, Inc. in and to the following types, categories or other kinds of property, wherever located:

1. All Accounts;
2. All As-Extraced Collateral and timber to be cut;
3. All Chattel Paper;
4. All Commercial Tort Claims described in the agreement Questionnaire or in any information supplemental thereto delivered by Lux Holdings, LLC to Element Financial Corporation;
5. All Deposit Accounts;
6. All Documents;
7. All General Intangibles, including, without limitation, all Intellectual Property;
8. All Goods (including, without limitation, all Equipment, Inventory, Farm Product and Fixtures);
9. All Instruments;
10. All Investment Property;
11. All Letter-of-Credit Rights;
12. All Supporting Obligations;
13. All Money and other personal property;
14. All Proceeds and products of any of the foregoing; and
15. All Records relating to any of the foregoing.

In addition to, and without limiting the foregoing, the following miscellaneous personal property located at 1103 Gateway Blvd, Boynton Beach, Florida:

1. 10 to 12 desk sets;
2. Conference table with 6 chairs;

3. 40 inch TV;
4. 2 paintings;
5. 2 Refrigerators
6. 1 Microwave
7. 3 kitchen tables and 8 chairs;
8. 1 large ladder;
9. 2 pallet jacks;
10. 14 large work tables; and
11. 90 to 100 upright 18 foot beams for racking with 6 to 12 bars per bay