

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Left-Handed Libra, LLC		03/28/2018	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JCS BEAUTY HOLDINGS, LLC		
Street Address:	35 Sawgrass Drive		
City:	Bellport		
State/Country:	NEW YORK		
Postal Code:	11713		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4579790	INCREDIBLE CURLS	
Registration Number:	4641510	GLAMAZON BEAUTY	
Registration Number:	4402013	MOISTURE MIST	
Registration Number:	4499699	CREAMY LEAVE IN STYLING SMOOTHER	
Registration Number:	4439162	GROW GREAT HAIR	
Registration Number:	4401984	CREAMY CONDITIONING CLEANSER	
Registration Number:	4401983	NATURAL TWIST OUT FOAM	
Registration Number:	3711652	HOME GROWN HAIR CARE	
Registration Number:	3711651	JANE CARTER SOLUTION	
Registration Number:	4290560	REVITALIZING LEAVE-IN CONDITIONER	
Registration Number:	3257445	NOURISH & SHINE	
Registration Number:	3659678	SCALP RENEW	
Registration Number:	3648969	SCALP NOURISHING SERUM	
Registration Number:	3617715	HAIR NOURISHING SERUM	
Registration Number:	3310291	WRAP & ROLL	
Registration Number:	3497559	CONDITION AND SCULPT	
Registration Number:	3648970	HAIR NOURISHING CREAM	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4579790

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: (212) 692-6745
Email: Kainsworth@mintz.com
Correspondent Name: Kevin N. Ainsworth
Address Line 1: 666 Third Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	050360-001
NAME OF SUBMITTER:	Kevin N. Ainsworth
SIGNATURE:	/Kevin N. Ainsworth/
DATE SIGNED:	03/29/2018

Total Attachments: 9

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TRADEMARK ASSIGNMENT

WHEREAS, Left-Handed Libra, LLC, d/b/a Jane Carter Solution, a New Jersey limited liability company having its principal place of business at 50 Park Place, Suite 1001, Newark, New Jersey 07102 (the "Assignor") owns applications and registrations for the trademarks set forth in Exhibit A which is attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor executed that certain Revolving Promissory Note, dated as of May 30, 2014 (as heretofore amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note") in favor of Quality King Distributors, Inc., a New York corporation ("Lender"); and

WHEREAS, the maximum funding to the Assignor under the Note of \$1.4 million (principal only, not including interest thereon) (the "Maximum Funding"), has been made by Lender; and

WHEREAS, Lender has made additional loans to Assignor over and above the Maximum Funding in an amount of \$4,040,168.36 (principal only, not including interest thereon) ("Additional Loans") (the Additional Loans, together with the obligations owing under the Note are referred to herein as the "Obligations"); and

WHEREAS, Assignor executed that certain Security Agreement in favor of Lender, dated as of May 30, 2014 (as heretofore amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement," and together with the Note and any other documents executed by Assignor in connection with the indebtedness evidenced by the Note and/or the Security Agreement, including those evidencing Additional Loans, the "Loan Documents"); and

WHEREAS, pursuant to the Security Agreement, in order to secure Assignor's Obligations under the Loan Documents, Assignor provided Lender with the Collateral as more fully defined and set forth in the Security Agreement (such Collateral being hereinafter referred to as the "Collateral," such term to have the same meaning herein that it has in the Security Agreement); and

WHEREAS, the Assignor is in default under the Loan Documents; and

WHEREAS, on March 8, 2018, pursuant to Section 9-620 of the Uniform Commercial Code as in effect in the State of New Jersey (including, to the extent applicable, the Uniform Commercial Code as enacted in any other state, the "UCC"), Lender delivered a Proposal to

EXHIBIT A

<u>Mark</u>	<u>Registration number</u>
INCREDIBLE CURLS	4579790
GLAMAZON BEAUTY	4641510
MOISTURE MIST	4402013
CREAMY LEAVE IN STYLING SMOOTHER	4499699
GROW GREAT HAIR	4439162
CREAMY CONDITIONING CLEANSER	4401984
NATURAL TWIST OUT FOAM	4401983
HOME GROWN HAIR CARE	3711652
JANE CARTER SOLUTION	3711651
REVITALIZING LEAVE-IN CONDITIONER	4290560
NOURISH & SHINE	3257445
SCALP RENEW	3659678
HAIR NOURISHING CREAM	3648970
SCALP NOURISHING SERUM	3648969
HAIR NOURISHING SERUM	3617715
WRAP & ROLL	3310291
CONDITION AND SCULPT	3497559

**SECURED PARTY BILL OF SALE
AND
TRANSFER STATEMENT
(Left-Handed Libra, LLC)**

THIS SECURED PARTY BILL OF SALE AND TRANSFER STATEMENT is made as of the 28th day of March, 2018, by **JCS Beauty Holdings, LLC** as Assignee (as defined below).

WHEREAS, Left-Handed Libra, LLC, d/b/a Jane Carter Solution, a New Jersey limited liability company having its principal place of business at 50 Park Place, Suite 1001, Newark, New Jersey 07102 (the "Borrower") executed that certain Revolving Promissory Note, dated as of May 30, 2014 (as heretofore amended, restated, amended and restated, supplemented or otherwise modified from time, the "Note") in favor of Quality King Distributors, Inc., a New York corporation ("Lender"); and

WHEREAS, the maximum funding to the Borrower under the Note of \$1.4 million (principal only, not including interest thereon) (the "Maximum Funding"), has been made by Lender; and

WHEREAS, Lender has made additional loans to Borrower over and above the Maximum Funding in an amount of \$4,040,168.36 (principal only, not including interest thereon) ("Additional Loans") (the Additional Loans, together with the obligations owing under the Note are referred to herein as the "Obligations"); and

WHEREAS, Borrower executed that certain Security Agreement in favor of Lender, dated as of May 30, 2014 (as heretofore amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement," and together with the Note and any other documents executed by Borrower in connection with the indebtedness evidenced by the Note and/or the Security Agreement, including those evidencing Additional Loans, the "Loan Documents"); and

WHEREAS, pursuant to the Security Agreement, in order to secure Borrower's Obligations under the Loan Documents, Borrower provided Lender with the Collateral as more fully defined and set forth in the Security Agreement (such Collateral being hereinafter referred to as the "Collateral," such term to have the same meaning herein that it has in the Security Agreement); and

WHEREAS, the Borrower is in default under the Loan Documents; and

IN WITNESS WHEREOF, Assignee has executed this document as a sealed instrument by its duly authorized officers on the date set forth below.

Dated: March 28, 2018

JCS BEAUTY HOLDINGS, LLC

A handwritten signature in black ink, appearing to read "Michael Long", is written over a horizontal line.

By: MGL Associates, LLC, as Manager of JCS
Beauty Holdings, LLC

Name: Michael Long

Title: Founder and CEO of MGL Associates, LLC

SCHEDULE A

Categories of Conveyed Assets

(i) All goods (as defined by the UCC) of Borrower or in which it has any interest, wherever located, whether now owned or leased or hereafter acquired, including all inventory, merchandise, raw materials, supplies, fixtures and other tangible personal property whether or not held by Borrower for processing, sale, display or lease, or furnished or to be furnished under contracts of service or to be used or consumed in Borrower's business, and whether or not on consignment to Borrower or sold by Borrower on consignment, on a sale or return, sale on approval or sale or use basis.

(ii) All accounts (as defined by the UCC) of Borrower whether now existing or hereafter arising, as well as all right, title and interest of Borrower in the goods and services which have given rise thereto, including right of stoppage in transit, and also notes, drafts, acceptances and other instruments representing or evidencing a right to payment for goods sold or leased or for services rendered by Borrower and all contract rights as defined below.

(iii) All equipment (as defined by the UCC) and all other personal property, fixtures, and goods of all types and description of Borrower, wherever located, whether now owned or hereafter acquired, together with all accessories and attachments as well as all additions, replacements, substitutions and accessions hereto and therewith.

(iv) All contract rights (as presently or formerly defined or covered by the UCC) of Borrower and all other rights to performance or payment, now existing or hereafter arising, under contracts to sell or lease goods, render services, license intellectual property of any kind, lease or license the use of any other property of the Borrower, or otherwise trade or do business as well as all goods, raw materials, and other property now or at any time hereafter acquired by Borrower for the performance of such contracts, and all insurance policies and contracts thereon or relating to the business, affairs, products, or properties of the Borrower.

(v) All general intangibles (as defined by the UCC) and all designs, layouts, items of intellectual property, patents, patent applications, inventions, trademarks, trademark applications, copyrights, copyright applications, interests in works done for hire, service marks, literary rights, moral rights, licenses, permits, franchises, rights to sell goods or render services under names or marks owned by Borrower or others and all rights governed by the laws of the United States or the several states or foreign nations, intellectual property developed for or by or now or previously belonging to Borrower and all improvements, enhancements, additions and changes thereto, trade secrets of any kind and nature; work product; plans and business plans; research; product development, product, service, sales and marketing programs; computer programs and code; algorithms, computer software, computer software structures; customer data; consumer studies and data; designs; presentations; literature and other materials developed for or by, or now, hereafter or previously belonging to Borrower and all improvements, enhancements, additions and changes thereto whether now owned or hereafter acquired.

(vi) All cash collateral (as defined by Title 11 of United States Code), instruments (as defined by Article 9 of the UCC), rents, tax refunds, cash surrender values of insurance policies, condemnation awards, money judgments and choses in action now existing or hereafter acquired by Borrower.

(vii) All guaranties, sureties and securities for, proceeds of all insurance, cash surrender value of insurance policies in place, application fees, and all proceeds and products of any of the foregoing.

(viii) All assets of the Borrower or property in which the Borrower has an interest that fall within the definitions of Certificated Security, Chattel Paper, Commercial Tort Claim, Deposit Account, Document, Electronic Chattel Paper, Equipment, Financial Asset, Fixtures, Goods, Health-Care-Insurance Receivable, Inventory, Instrument (as defined in Article 9 of the Uniform Commercial Code), Investment Property, Letter-of-Credit Rights, Payment Intangibles, Proceeds, Security, Security Entitlement, Supporting Obligations and Uncertificated Security as such terms are given meaning under the UCC unless otherwise specifically defined in the Security Agreement.

(ix) All monies of the Borrower in all currencies and all rights to payment or delivery thereof.

(x) All proceeds realized from the sale, transfer, license or use of any of the above, or any rights therein.

provided that, to the extent that the provisions of any lease or license of computer hardware and software or intellectual property expressly prohibit (which prohibition is enforceable under applicable law) the assignment thereof, and the grant of a security interest therein, Lender will not enforce its security interest (other than in respect of the proceeds thereof) for so long as such prohibition continues, it being understood and agreed that upon request of the Lender,

Borrower will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Lender (and to Lender's enforcement of such security interest) in Borrower's rights under such lease or license.

For purposes of this Bill of Sale and Transfer Statement,

(i) "computer hardware" and "computer software" means, with respect to Borrower, all of such Borrower's rights (including rights as licensee and lessee) with respect to (1) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, zip drives, hard and soft disk drives, USB drives, external and internal hard drives, optical disk drives, routers, modems, cables, electrical supply hardware, generators, power equalizers, uninterruptible power sources, accessories, peripheral devices and other related computer hardware; (2) all software programs designed for use on or with the computers and electronic data processing hardware described in clause (1) above, including all operating system software, bios, flash memory, batch files, routines, utilities and application programs, encryption algorithms and techniques, in whatsoever form (source code and object code in

magnetic tape, disk or hard copy format or any other listings whatsoever); (3) any firmware associated with any of the foregoing; and (4) any documentation for hardware, software and firmware described in clauses (1), (2) and (3) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Exhibit B

COLLATERAL ACCEPTANCE AGREEMENT

The undersigned has received a written Proposal to Retain Certain Collateral in Complete Satisfaction of Debt, dated March 8, 2018 (the "Proposal"), by which Quality King Distributors, Inc. (the "Lender"), as the sole lender under that certain Revolving Promissory Note, dated as of May 30, 2014 (as heretofore and hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note"), and those Additional Loans as defined in the Proposal (together with the obligations under the Note, the "Obligations"), has proposed to conduct a strict foreclosure under Section 9-620 of the Uniform Commercial Code as in effect in the State of New Jersey with respect to all, or any lesser portion that Lender chooses, of the collateral (collectively, the "Collateral") securing repayment of the Obligations pursuant to that certain Security Agreement given by Borrower in favor of Lender, dated as of May 30, 2014 (as heretofore and hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement," and together with the Note and any other documents executed by Borrower in connection with the indebtedness evidenced by the Note and/or the Security Agreement, including those evidencing Additional Loans, the "Loan Documents"), in return for the complete satisfaction and release of such obligations. The undersigned hereby acknowledges and agrees that such Proposal has been sent and received in compliance with the terms of the Loan Documents and applicable law (including the Uniform Commercial Code as in effect in the State of New Jersey), and unconditionally and irrevocably consents to the Proposal and the retention by Lender of all of the right, title and interest of the undersigned in all, or any lesser portion that Lender chooses of the Collateral in complete satisfaction and release of the Obligations.

Dated: March 9, 2018

LEFT-HANDED LIBRA, LLC

By:



Michael Long

Manager and authorized signatory