

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM477063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inspired Beauty Brands, Inc.		12/15/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	B3S Investments, LLC		
Street Address:	21841 Wyoming		
City:	Oak Park		
State/Country:	MICHIGAN		
Postal Code:	48237		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4007552	CURL MAX	
Registration Number:	4044558	LUSTRASILK	
Registration Number:	0550356	LUSTRASILK	
Registration Number:	3756404	MOISTURE MAX	
Registration Number:	1321699	RIGHT ON	
Registration Number:	1256567	RIGHT ON	
Registration Number:	4358134	RIGHT ON CURL	
Registration Number:	1157815	VIGOROL	
CORRESPONDENCE DATA			
Fax Number:	2484407300		
<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:	2484305771		
Email:	tmdocketing@bluefilamentlaw.com		
Correspondent Name:	Mary Margaret L. O'Donnell		
Address Line 1:	700 E. Maple, Suite 450		
Address Line 4:	Birmingham, MICHIGAN 48009		
ATTORNEY DOCKET NUMBER:	B3SI-0001/US		
NAME OF SUBMITTER:	Mary Margaret L. O'Donnell		

OP \$215.00 4007552

SIGNATURE:	/MMLO/
DATE SIGNED:	06/06/2018
Total Attachments: 3 source=Assignment for Recordal Inspired Beauty Brands, Inc. to B3S Investments, LLC 12.15.17#page1.tif source=Assignment for Recordal Inspired Beauty Brands, Inc. to B3S Investments, LLC 12.15.17#page2.tif source=Assignment for Recordal Inspired Beauty Brands, Inc. to B3S Investments, LLC 12.15.17#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of December 15, 2017, is made by and between Inspired Beauty Brands, Inc., a New York corporation ("Assignor") and B3S Investments, LLC, a Michigan limited liability company ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties".

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of even date herewith, by and between Assignor and Assignee (the "Purchase Agreement"). All capitalized terms used in this Assignment and not otherwise defined in this Assignment shall have the respective meanings provided to such terms in the Purchase Agreement.

WHEREAS, in connection with the execution and delivery of the Purchase Agreement, Assignor desires to assign, and Assignee desires to acquire, all right, title and interest in and to the Assigned Trademarks (as defined below) and the Parties wish to record such acquisition in the United States Patent and Trademark Office.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby sells, conveys, assigns and delivers to Assignee and Assignee hereby accepts all right, title and interest of Assignor in and to the trademarks and trademarks applications set forth in Schedule A hereto, together with all goodwill associated exclusively therewith, and all registrations, applications for registration, and renewals for any of the foregoing (the "Assigned Trademarks").
2. Choice of Law. This Assignment and any disputes arising under or related hereto shall be governed and construed in accordance with the laws of the State of New York, without reference to its conflict of law principles (other than Section 5-1401 of the General Obligations Law of the State of New York).
3. Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile or pdf or other electronic copy), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

ASSIGNOR

INSPIRED BEAUTY BRANDS, INC.

By: 

Name: PETER LATFICHE

Title: EXECUTIVE CHAIRMAN

ASSIGNEE

BTS INVESTMENTS, LLC

By: 



Name: JAMES BERLIN

Title: PARTNER

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

COUNTRY	TRADEMARK	TM IMAGE	STATUS	CLASSES	APP NO	APP DATE	REG NO	REG DATE	WSGR REF.
Canada	LUSTRASILK		Registered	3	1767703	12-Feb-16	TMA969340	27-Apr-17	39375-TM2058
European Union	LUSTRASILK		Registered	3	2074094	6-Feb-01	2074094	30-Jan-03	39375-TM2018
European Union	VIGOROL		Registered	3, 10, 44	9611898	20-Dec-10	9611898	9-Jun-11	39375-TM2039
USA	CURL MAX		Registered	3	85122320	2-Sep-10	4007552	2-Aug-11	39375-TM1002
USA	LUSTRASILK		Registered	3	85265291	11-Mar-11	4044558	25-Oct-11	39375-TM1059
USA	LUSTRASILK (STYLIZED)		Registered	3	71546757	12-Jan-48	550356	6-Nov-51	39375-TM1028
USA	MOISTURE MAX		Registered	3	76698541	20-Jul-09	3756404	9-Mar-10	39375-TM1031
USA	RIGHT ON (STYLIZED)		Registered	3	73472430	27-Mar-84	1321699	26-Feb-85	39375-TM1044
USA	RIGHT ON (STYLIZED)		Registered	3	73388999	27-Sep-82	1256567	8-Nov-83	39375-TM1045
USA	RIGHT ON CURL		Registered	3	85809700	21-Dec-12	4358134	25-Jun-13	39375-TM1062
USA	VIGOROL		Registered	3	73207548	15-Mar-79	1157815	23-Jun-81	39375-TM1056