TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM492639

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT

EFFECTIVE DATE: 08/15/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flirt, Inc.		09/27/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Belldini, Inc.		
Street Address:	c/o 16255 Ventura Blvd. Suite 600		
City:	Encino		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	ntity Type: Corporation: CALIFORNIA		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3658075	BELLDINI
Registration Number:	4440681	BUBBLE BERRY
Registration Number:	5375326	COCO & CLAIRE
Registration Number:	5030418	FABIAN
Registration Number:	4986268	FONTANA
Registration Number:	5222070	KAILY K.
Registration Number:	4776642	RAFIANA

CORRESPONDENCE DATA

Fax Number: 8183824001

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: 8183824000

Email: ralph@kranesmith.com

Ralph C. Loeb Correspondent Name:

Address Line 1: 16255 Ventura Blvd. Suite 600 Address Line 4: Encino, CALIFORNIA 91436

NAME OF SUBMITTER:	Ralph C. Loeb
SIGNATURE:	/Ralph C. Loeb/

TRADEMARK REEL: 006449 FRAME: 0312 Total Attachments: 3
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TRADEMARK REEL: 006449 FRAME: 0313

NUNC PRO TUNC ASSIGNMENT AGREEMENT

This Nunc Pro Tunc Assignment Agreement ("Agreement"), effective as of August 15, 2018 ("Effective Date"), is made by Flirt, Inc., a California corporation ("ASSIGNOR"), in favor of Belldini, Inc., a California corporation. ("ASSIGNEE").

WHEREAS, on or about the Effective Date, all of ASSIGNOR's rights, title and interest in and to the trademarks (the "Marks") described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby (the Marks together with the goodwill symbolized thereby are collectively, the "Property") were conveyed, transferred and assigned by ASSIGNOR to ASSIGNEE; AND

WHEREAS, the parties now desire to confirm and clarify by way of this Agreement the conveyance, transference and assignment to ASSIGNEE of all of ASSIGNOR's rights, title and interest in and to the Property;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby expressly acknowledges that, as of the Effective Date, it irrevocably conveyed, transferred and assigned to ASSIGNEE (and ASSIGNEE's successors and assigns), and ASSIGNEE accepted, in perpetuity and worldwide, all of ASSIGNOR's rights, title, and interest of whatever kind in and to the Property, together with all the common law rights, trade names, social media handles and user names, brand names, trade dress and other proprietary indicia of goods and services, whether registered or unregistered which contain any of the Property and any design, logo or stylized depiction ever used in connection with the Property; all income, royalties, and damages due or payable to ASSIGNOR on or about the Effective Date with respect to the Property, including without limitation, damages and payments for past or future infringements and misappropriations of the Property; and all benefits, privileges, causes of action and remedies relating to the Property including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions and all rights to sue for past, present and future infringements or misappropriations of the Property; and all benefits, privileges, causes of action and remedies relating to the Property including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions and all rights to sue for past, present and future infringements or misappropriations of the Property.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary to effect, evidence or perfect the assignment of the Property to ASSIGNEE.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and effective as of the Effective Date.

FLIRT, INC. (ASSIGNOR)

Name: Kyoumars Esshaghian

Title: CEO

Date: September 27, 2018

BELLDINI, INC. (ASSIGNEE)

Name: Kyoumars Esshaghian

Title: CEO

Date: September 27, 2018

EXHIBIT A

(To the Nunc Pro Tunc Assignment Agreement between Flirt, Inc. ("Assignor") and Belldini, Inc. ("Assignee"), effective as of August 15, 2018)

- Mark: BELLDINI; and any and all registrations, applications for registration and renewals and extensions thereof, including U.S. Registration No. 3658075 (Serial No. 78488591).
- Mark: BUBBLE BERRY; and any and all registrations, applications for registration and renewals and extensions thereof, including U.S. Registration No. 4440681 (Serial No. 85405399).
- Mark: COCO & CLAIRE; and any and all registrations, applications for registration and renewals and extensions thereof, including U.S. Registration No. 5375326 (Serial No. 87489765).
- Mark: FABIAN; and any and all registrations, applications for registration and renewals and extensions thereof, including U.S. Registration No. 5030418 (Serial No. 86820312).
- Mark: FONTANA; and any and all registrations, applications for registration and renewals and extensions thereof, including U.S. Registration No. 4986268 (Serial No. 86451518).
- Mark: KAILY K.; and any and all registrations, applications for registration and renewals and extensions thereof, including U.S. Registration No. 5222070 (Serial No. 87214013).
- 7. Mark: RAFIANA; and any and all registrations, applications for registration and renewals and extensions thereof, including U.S. Registration No. 4776642 (Serial No. 86462451)

RECORDED: 10/03/2018

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