

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gene Juarez Salons LLC		10/15/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Highlights Salons, LLC
<b>Street Address:</b>	100 N. Pacific Coast Highway, Suite 1725
<b>City:</b>	El Segundo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90245
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4254386	IDENTITY1
Registration Number:	4254385	IDENTITY
Registration Number:	3155762	GENE JUAREZ SALONS & SPAS
Registration Number:	3087115	GJ
Registration Number:	3155759	GENE JUAREZ ADVANCED TRAINING SALON
Serial Number:	88118878	GENE JUAREZ SALONS
Serial Number:	88118876	GENE JUAREZ MEN
Serial Number:	88118881	GJ M
Serial Number:	88118880	GJ MEN

## 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.*

Email: trademark@raklaw.com

Correspondent Name: Irene Y. Lee

Address Line 1: 12424 Wilshire Blvd, 12th floor

Address Line 4: Los Angeles, CALIFORNIA 90025

OP \$240.00 4254386

<b>ATTORNEY DOCKET NUMBER:</b>	3518-10
<b>NAME OF SUBMITTER:</b>	Adam Kummins
<b>SIGNATURE:</b>	/Adam Kummins/
<b>DATE SIGNED:</b>	10/15/2018

**Total Attachments: 8**

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## Assignment of Intellectual Property Rights

This Assignment of Intellectual Property Rights (this "Assignment") is made and entered into as of October 15, 2018 by and among: Highlights Salons, LLC, a Delaware limited liability company ("Buyer") on the one hand, and (a) GJS Holdings LLC, a Delaware limited liability company and (b) Gene Juarez Salons LLC, a Delaware limited liability company (collectively, the "Sellers") on the other hand.

WHEREAS, Buyer, Sellers and certain other parties have entered into that certain Asset Purchase Agreement, dated as of September 28, 2018, by and among Buyer, Highlights Beauty Schools, LLC, a Delaware limited liability company, and Sellers (the "Agreement"); and

WHEREAS, under the terms of the Agreement, Sellers have agreed to, among other things, assign to Buyer all of Sellers' right, title and interest in and to the Business Intellectual Property with regards to the Salon Business (as such term is defined in the Agreement), including without limitation the intellectual property rights set forth on Schedule A.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement.

2. Sellers do hereby convey, transfer, assign and deliver absolutely and forever to Buyer all of Sellers' right, title and interest, whether statutory or at common law, domestic or international, in and to the Business Intellectual Property with regards to the Salon Business, together with the goodwill appertaining thereto and the business (which Sellers and Buyer acknowledge and agree is ongoing and existing) to which such Business Intellectual Property pertains, including without limitation (i) the intellectual property rights set forth on Schedule A, (ii) any and all registered Business Intellectual Property with regards to the Salon Business and previously filed applications for registration, (iii) the right to apply for new registrations for the Business Intellectual Property with regards to the Salon Business, (iv) the right to prosecute, maintain, enforce, use, and otherwise exploit Business Intellectual Property with regards to the Salon Business, (v) all income, royalties, damages, and any other monetary benefits due or payable to Sellers with respect to any of the Business Intellectual Property with regards to the Salon Business, including without limitation, damages and payments for any and all infringements which occurred prior to the Assignment, (vi) any and all rights to sue for past, present, and future infringements, misappropriations, or any other forms of violation or misuse of any of the Business Intellectual Property with regards to the Salon Business, (vii) all goodwill of the business associated with the Business Intellectual Property with regards to the Salon Business, and (viii) all rights in and under the Business Intellectual Property with regards to the Salon Business to the fullest extent allowed by law as fully as Sellers would have held the same in the absence of this Assignment.

3. Sellers hereby request the Commissioners of Patents and Trademarks for the U.S. Patent & Trademark Office, the U.S. Copyright Office, and any other applicable governmental entity or registrar

(including any applicable foreign or international office or registrar), to record Buyer as the owner of the patents, trademarks, copyrights, or other Business Intellectual Property with regards to the Salon Business (as applicable) transferred to Buyer hereunder, and to issue any and all patents, trademark registrations, copyright registrations or other Business Intellectual Property with regards to the Salon Business (as applicable) transferred to Buyer hereunder to Buyer, as assignee of the entire right, title and interest in, to and under the same, or its successors, assigns, or other legal representatives as applicable. Sellers hereby covenant and agree that, at any time and from time to time forthwith upon the written request of Buyer, Sellers shall at Buyer's sole cost and expense (i) use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Assignment, (ii) execute any documents, deeds, assignments (including short-form assignment agreements for purposes of recordation), transfers, assurances, instruments or conveyances of any kind which may be reasonably necessary or advisable to convey, transfer, assign and deliver unto and vest in Buyer title to all of Sellers' right in and to the Business Intellectual Property with regards to the Salon Business, and (iii) cooperate with each other in connection with the foregoing. If Buyer is unable for any reason to secure Sellers' signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Business Intellectual Property with regards to the Salon Business as provided under this Assignment, Sellers hereby irrevocably designate and appoint Buyer and Buyer's duly authorized officers and agents as Sellers' agents and attorneys-in-fact to act for and on Sellers' behalf and instead of Sellers to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Business Intellectual Property, all with the same legal force and effect as if executed by Sellers. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. This Assignment is subject in all respects to the terms and conditions of the Agreement and is intended only to document the assignment of the Business Intellectual Property with regards to the Salon Business. Nothing contained in this Assignment shall be deemed to supersede any of the obligations, agreements, representations, covenants, or warranties of Sellers and Buyer contained in the Agreement.

5. This Assignment (and any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of Delaware without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Assignment shall be legally binding upon the electronic transmission, including by facsimile or email, by each party of a signed signature page to this Assignment to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

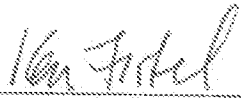
[Remainder of page intentionally left blank.]



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 15<sup>th</sup> day of October, 2018.

BUYER

HIGHLIGHTS SALONS, LLC

By: 

Name Printed: Ken Firtel

Title: Vice President and Secretary

Date: October 10, 2018

[Signature Page to IP Assignment]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

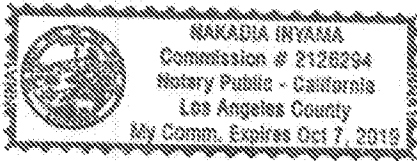
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On October 10, 2016 before me, Nakadia Inyama, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Ken Firtel  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

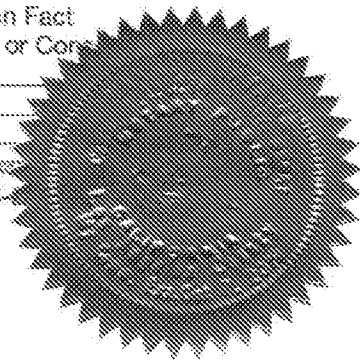
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**


Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_






**SCHEDULE A TO ASSIGNMENT**

**Trademarks**

<b>No.</b>	<b>Mark</b>	<b>Territory</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Goods and Services</b>
1.	GENE JUAREZ SALONS	United States	88118878 16-Sep-18		<u>44</u> - Beauty salon services; Hair salon services
2.	GENE JUAREZ MEN	United States	88118876 16-Sep-18		<u>44</u> - Beauty salon services; Hair salon services
3.		United States	88118881 16-Sep-18		<u>44</u> - Beauty salon services; Hair salon services
4.	GJ MEN	United States	88118880 16-Sep-18		<u>44</u> - Beauty salon services; Hair salon services
5.	IDENTITY1	United States	85070104 23-Jun-10	4254386 4-Dec-12	<u>3</u> - Hair care preparations, face and body care products, namely, face and body beauty creams, face and body lotions, face and body soaps, lotions for skin and body care, lotions for skin, face and body; toning lotion for the face, body and hands; beauty creams for body care, body butters, body creams, face and body scrubs, face and body oils, face and body washes, body gels, face and body toners, face cleansers, body and face oils, face serums, topical lotions, body polishes, body balms, non-medicated skin care preparation, namely, body mist, non-medicated herbal body care products, namely, body oils, lotions, toners and gels.
6.	IDENTITY	United States	85070076 23-Jun-10	4254385 4-Dec-12	<u>3</u> - Hair care preparations, face and body care products, namely, face and body beauty creams, face and body lotions, face and body soaps, lotions for skin and body care, lotions for skin, face and body; toning lotion for the face, body and hands; beauty creams for body care, body butters, body creams, face and body scrubs, face and body oils, face and body washes, body gels, face and body toners,



No.	Mark	Territory	App. No. App. Date	Reg. No. Reg. Date	Goods and Services
					face cleansers, body and face oils, face serums, topical lotions, body polishes, body balms, non-medicated skin care preparation, namely, body mist, non-medicated herbal body care products, namely, body oils, lotions, toners and gels.
7.		United States	76639077 20-May-05	3155762 17-Oct-06	44 - Beauty, skin and body care services, namely, make-up artistry, hair styling and cutting, skin care services, waxing and cosmetic body care services.
8.		United States	76639076 20-May-05	3087115 2-May-06	44 - Beauty, skin, and body care services, namely, make-up artistry, hair styling and cutting, skin care services, waxing, and cosmetic body care services.
9.		United States	76638875 19-May-05	3155759 17-Oct-06	41 - Advanced and specialized training in the field of cosmetology for licensed cosmetologists.

**Common Law Trademark Rights**

Any and all marks or any other designations that contain the words "GENE JUAREZ" or "GJ."

**Patents**

None.

**Copyrights**

None.

**Domain Names**

No.	Domain Name	Registrant	Expiration Date	Registrar
1.	genejuarez.com	Gene Juarez Salons	21-Aug-13	GoDaddy
2.	genejuarezacademy.com	Gene Juarez Salons LLC	23-Nov-19	GoDaddy
3.	genejuarezbeauty.com	Gene Juarez Salons LLC	19-Mar-05	GoDaddy
4.	genejuarezsale.com	Gene Juarez Salons LLC	19-May-02	GoDaddy
5.	gjareferral.com	Gene Juarez Salons LLC	19-Sep-22	GoDaddy
6.	gicom.net	Gene Juarez Salons LLC	19-Jun-20	GoDaddy
7.	gigiftguide.com	Gene Juarez Salons LLC	18-Nov-16	GoDaddy
8.	gireferral.com	Gene Juarez Salons LLC	19-Feb-12	GoDaddy
9.	gjsale.com	Gene Juarez Salons LLC	19-May-02	GoDaddy
10.	GeneJuarezMen.com	Gene Juarez Salons LLC	22-Oct-11	GoDaddy
11.	GJMen.com	Gene Juarez Salons LLC	22-Oct-11	GoDaddy
12.	GeneJuarezExperts.com	Gene Juarez Salons LLC	19-Nov-8	GoDaddy

### Social Media Handles

No.	Handle/URL	Platform	Owner
1.	@GeneJuarezSalons	Facebook	Gene Juarez Salons & Spas
2.	@GeneJuarezMen	Facebook	Gene Juarez Salons & Spas
3.	@GeneJuarezRecruiting	Facebook	Gene Juarez Salons & Spas
4.	<a href="https://www.instagram.com/GeneJuarez/">https://www.instagram.com/GeneJuarez/</a>	Instagram	Gene Juarez Salons & Spas
5.	<a href="https://www.instagram.com/GeneJuarezRecruiting/">https://www.instagram.com/GeneJuarezRecruiting/</a>	Instagram	Gene Juarez Salons & Spas
6.	<a href="https://www.instagram.com/GeneJuarezMen/">https://www.instagram.com/GeneJuarezMen/</a>	Instagram	Gene Juarez Salons & Spas
7.	<a href="https://www.linkedin.com/company/Gene-Juarez-Salons-&amp;-Spas?trk=company_logo">https://www.linkedin.com/company/Gene-Juarez-Salons-&amp;-Spas?trk=company_logo</a>	LinkedIn	Gene Juarez Salons & Spas
8.	<a href="https://www.pinterest.com/GeneJuarez/">https://www.pinterest.com/GeneJuarez/</a>	Pinterest	Gene Juarez Salons & Spas
9.	<a href="https://twitter.com/GeneJuarez">https://twitter.com/GeneJuarez</a>	Twitter	Gene Juarez Salons & Spas
10.	<a href="https://www.youtube.com/user/GeneJuarezSalons">https://www.youtube.com/user/GeneJuarezSalons</a>	YouTube	Gene Juarez Salons & Spas