

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gene Juarez Beauty Schools LLC		01/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Highlights Beauty Schools, LLC		
Street Address:	100 N. Pacific Coast Highway, Suite 1725		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3128507	GENE JUAREZ ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	3108266991		
<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:	310-826-7474		
Email:	trademark@raklaw.com		
Correspondent Name:	Irene Y. Lee		
Address Line 1:	12424 Wilshire Boulevard, 12th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
NAME OF SUBMITTER:	Irene Y. Lee		
SIGNATURE:	/Irene Y. Lee/		
DATE SIGNED:	01/02/2019		
Total Attachments: 7			
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Assignment of Intellectual Property Rights

This Assignment of Intellectual Property Rights (this "Assignment") is made and entered into as of January 2, 2019 by and among: Highlights Beauty Schools, LLC, a Delaware limited liability company ("Buyer") on the one hand, and (a) GJS Holdings LLC, a Delaware limited liability company, (b) Gene Juarez Beauty Schools LLC, a Delaware limited liability company, and (c) 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 Salons, 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 School 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 School 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 School Business and previously filed applications for registration, (iii) the right to apply for new registrations for the Business Intellectual Property with regards to the School Business, (iv) the right to prosecute, maintain, enforce, use, and otherwise exploit Business Intellectual Property with regards to the School 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 School 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 School Business, (vii) all goodwill of the business associated with the Business Intellectual Property with regards to the School Business, and (viii) all rights in and under the Business Intellectual Property with regards to the School 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 School 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 School 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 School 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 School 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 School 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.

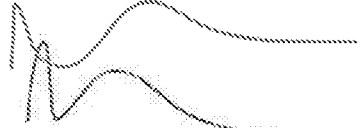
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

[Remainder of page intentionally left blank.]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ^{29th} day of ^{November} [●], 2018.

SELLERS

GJS HOLDINGS LLC
GENE JUAREZ BEAUTY SCHOOLS LLC
GENE JUAREZ SALONS LLC

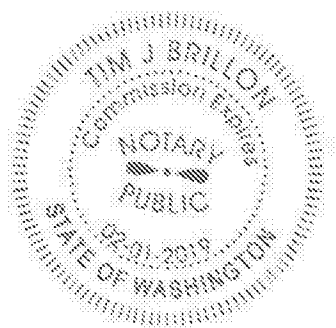
By: 
Name Printed: Michael A. Nibarger
Title: Authorized Signatory
Date: 11/29/2018

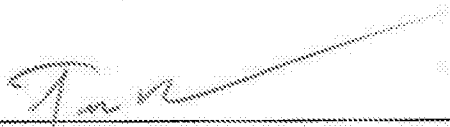
STATE OF _____
Washington ¶
 || ss.
COUNTY OF _____
King ¶

On November 29, 2018, before me, Tim Brillou, personally appeared Michael Nibarger, personally known to me (or 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 executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]




Notary Signature

[Signature Page to IP Assignment]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21st day of Nov., 2018.

BUYER

HIGHLIGHTS BEAUTY SCHOOLS, LLC

By: Ken Firtel

Name Printed: Ken Firtel

Title: Vice President and Secretary

Date: 11/26/18

STATE OF

¶

¶ ss.

COUNTY OF

¶

On _____, before me, _____, personally appeared _____ personally known to me (or 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 executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature

**SEE ATTACHED
NOTARY PAGE**

[Signature Page to IP Assignment]

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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)

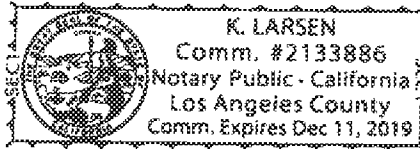
On Nov. 26, 2018 before me, K. Larsen, Notary Public
(Here insert name and title of the officer)

personally appeared Ken Firtel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

K. Larsen



Signature _____ (Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
 (Title or description of attached document)
Assignment of Intellectual Property Rights
 (Title or description of attached document continued)
 Number of Pages _____ Document Date 11/26/18

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
VP & Secretary
 (Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

SCHEDULE A TO ASSIGNMENT

Trademarks

No.	Mark	Territory	App. No. App. Date	Reg. No. Reg. Date	Goods and Services
1.	<u>GENE JUAREZ</u> ACADEMY	United States	76639140 20-May-05	3128507 15-Aug-06	41 - Training salons providing education and specialized training for 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.	genejuarezacademy.edu	Gene Juarez Academy of Beauty	19-July-31	Educause.edu

Social Media Handles

No.	Handle/URL	Platform	Owner
1.	@GeneJuarezAcademy	Facebook	Gene Juarez Academy
2.	https://www.flickr.com/photos/GJ_Academy/	Flickr	Gene Juarez Academy
3.	https://plus.google.com/+Genejuarezacademy	Google Plus	Gene Juarez Academy
4.	https://www.instagram.com/GJAcademy/	Instagram	Gene Juarez Academy
5.	https://www.linkedin.com/edu/Gene-Juarez-Academy-of-beauty-34213	LinkedIn	Gene Juarez Academy
6.	https://www.pinterest.com/GJAcademy/	Pinterest	Gene Juarez Academy

No.	Handle/URL	Platform	Owner
7.	https://twitter.com/GJAcademy	Twitter	Gene Juarez Academy
8.	https://www.youtube.com/channel/UCtIaJQhGZJj5Vz7E0420UJA	YouTube	Gene Juarez Academy