

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509325

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	08/08/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blo Out LLC		01/17/2019	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blo Chateau LLC		
<b>Street Address:</b>	2929 Walnut Street		
<b>Internal Address:</b>	Suite 4119		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19104		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4377838	BLO/OUT BLOW DRY BAR	
<b>Registration Number:</b>	4707592	BLO/OUT EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159970266		
<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>			
<b>Phone:</b>	2159970248		
<b>Email:</b>	fmazzeo@rmkiplaw.com		
<b>Correspondent Name:</b>	Frank A. Mazzeo		
<b>Address Line 1:</b>	808 Bethlehem Pike		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Colmar, PENNSYLVANIA 18915		
<b>ATTORNEY DOCKET NUMBER:</b>	BLO-TM001		
<b>NAME OF SUBMITTER:</b>	Frank A. Mazzeo		
<b>SIGNATURE:</b>	/FrankAMazzeo/		
<b>DATE SIGNED:</b>	02/08/2019		
<b>Total Attachments: 2</b>			

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## **NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment ("Assignment") is made effective as of the date signed below ("Effective Date"), by and between Blo Out LLC, a Pennsylvania limited liability company with an address of 1804 Chestnut Street, Philadelphia, PA 19103 ("Assignor"), and Blo Chateau LLC, a Pennsylvania limited liability company with an address of 2929 Walnut Street, Suite 4119, Philadelphia, PA 19104 ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." This Assignment is made pursuant to an Asset Purchase Agreement by and between the Parties, dated August 8, 2018.

**WHEREAS**, Assignor is the owner of certain trademarks associated with or related to beauty salon services, beauty salons, hair salon services, hair salon services, namely, treatments to protect hair from effects of exposure to sunlight, humidity, and chlorinated water, hairdressing salons, and hair styling, including the trademarks BLO/OUT BLOW DRY BAR, which is registered in the United States Patent and Trademark Office, Registration No. 4,377,838, in connection with beauty salon services, beauty salons, hair salon services, hair salon services, namely, treatments to protect hair from effects of exposure to sunlight, humidity, and chlorinated water, hairdressing salons, and BLO/OUT EXPRESS, which is registered in the United States Patent and Trademark Office, Registration No. 4,707,592, in connection with beauty salon services, beauty salons, hair salon services, hair styling, and hairdressing salons, and of all common law rights and goodwill therein;

**WHEREAS**, Assignee is desirous of acquiring all rights in the trademarks owned by Assignor, including Registration Nos. 4,377,838 and 4,707,592 (collectively, the "Marks"), together with the goodwill of the business symbolized thereby;

**NOW THEREFORE**, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement by and between the Parties, dated August 8, 2018, Assignor hereby irrevocably conveys, transfers, and assigns, *nunc pro tunc*, effective August 8, 2018, to Assignee, and Assignee hereby accepts, all of the right, title, and interest in, to, and under the following:

(a) The Marks, together with the goodwill of the business connected with the use thereof and symbolized thereby, including all associated trademark rights and common law rights, and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and

claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor authorizes the Commissioner for Trademarks and any other governmental officials in the United States and in relevant jurisdictions outside the United States to record and register this Assignment upon request by Assignee.

Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to vest full right, title, and interest in and to the assigned intellectual property in Assignee, or any assignee or successor thereto, and to effectuate the objectives of this Assignment.

Assignor warrants that the rights and property herein conveyed are free and clear of any encumbrance.

EXECUTED under seal on this 17 day of January, 2019.

Witness: [Signature]

**BLO OUT LLC**

By: [Signature]  
Avi Shenkar, Manager Member

State of Pennsylvania  
County of Montgomery ss.

On this 17 day of January, 2019 before me personally appeared **Avi Shenkar**, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same knowingly and willingly and for the purposes therein contained.

Witness my hand and Notarial seal the day and year immediately above written.

[Signature]  
Notary Public

My Commission Expires: November 19, 2020

