

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hair Box Ltd.		12/20/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Tanrevel AB		
Street Address:	Birger Jarlsgatan 18		
City:	Stockholm		
State/Country:	SWEDEN		
Postal Code:	114 34		
Entity Type:	Corporation: SWEDEN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4619880	REVEL	
Registration Number:	4550714	REVEL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3057251302		
Email:	jeff.stoller@outlook.com		
Correspondent Name:	Jeffrey M Stoller		
Address Line 1:	1717 N Bayshore Dr # 215		
Address Line 4:	Miami, FLORIDA 33132		
NAME OF SUBMITTER:	Jeffrey Stoller		
SIGNATURE:	/js/		
DATE SIGNED:	02/03/2020		
Total Attachments: 5			
source=Revel TM assignment 12-20-19#page1.tif			
source=Revel TM assignment 12-20-19#page2.tif			
source=Revel TM assignment 12-20-19#page3.tif			
source=Revel TM assignment 12-20-19#page4.tif			

OP \$65.00 4619880

TRADE MARK TRANSFER AGREEMENT

This Agreement has been made on the date set out below between

1. Hair Box Ltd (Company Registration No. NI615201) (hereinafter referred to as the "Transferor"), a company incorporated under the laws of Northern Ireland, United Kingdom with its office located in Donaghadee, Northern Ireland, United Kingdom, and
2. Tanrevel AB (hereinafter referred to as the "Transferee"), a company incorporated under the laws of Sweden, with its office located in Stockholm, Sweden;

each a "Party" and together the "Parties".

WHEREAS, The Transferor is the holder of all right, title, and interest in the Trade mark Registrations as defined in section 1 below;

WHEREAS, The Transferor wishes to transfer the Trade mark Registrations to the Transferee and the Transferee wishes to acquire the right to the Trade mark Registration;

NOW THEREFOR, the Parties hereto agree as follows:

1. TRANSFER

Subject to the terms and conditions of this Agreement, the Transferor hereby assigns and transfers to the Transferee the Transferor's rights in the Trade mark Registrations as defined below. The right, title and interest is to be held and enjoyed by Transferee and Transferee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Transferor if this transfer had not been made.

In this Agreement, the "Trade mark Registrations" shall mean the registered trademarks specified in Attachment 1-4 together with any associated goodwill.

2. REMUNERATION

- 2.1 In consideration of the rights assigned and transferred to the Transferee hereunder, the Transferee shall pay to the Transferor:

- i. Within [REDACTED] days from the Effective Date of this Agreement a down-payment of GBP [REDACTED]
- ii. annual payments in accordance with the following payment scheme:
 - o 2020 January: GBP [REDACTED]
 - o 2020 June: GBP [REDACTED]
 - o 2021 January: GBP [REDACTED]
 - o 2021 June: GBP [REDACTED]
 - o 2022 January: GBP [REDACTED]
 - o 2022 June: GBP [REDACTED]
 - o 2023 January: GBP [REDACTED]
 - o 2023 June: GBP [REDACTED]
 - o 2024 January: GBP [REDACTED]
 - o 2024 June: GBP [REDACTED]

- 2.2 Payment of the annual payments in ii. Shall be made within [REDACTED] of the date of the invoice.

2.3 All sums are exclusive of VAT. The rate of exchange shall be the bankers selling rate recorded in the Transferee's country on the last banking day of the relevant calendar half year.

3. RECORDAL OF TRANSFER

It is the responsibility of the Transferee to file a recordal of the transfer of the Trademark Registrations with the respective trademark offices.

4. THE TRANSFEROR'S REPRESENTATION AND WARRANTIES

The Transferor represents and warrants to the Transferee as follows.

- a. The Transferor is the owner of the Trade mark Registrations.
- b. The Transferor has no knowledge of any litigation, proceedings, investigation or claims of any nature pending or threatened by or against the Transferor, which relate in any way to the Trade mark Registrations.
- c. The Transferor has no knowledge of any infringement of any intellectual property right covered by this Agreement.

5. STOCK AND GRANT OF LICENSE

The Transferor is entitled to, via its web page <http://www.revelovelashes.co.uk/> and during a period limited to the term of this Agreement, sell the products that it has in stock on the Effective Date. The Transferee hereby grants to Transferor a non-exclusive, royalty-free, non-transferable and non-sublicensable right to use the trademarks covered by the Trademark Registrations for the duration of this Agreement and for the limited purpose of marketing and selling the Transferor's product in stock on the Effective Date via the above-mentioned web page. The license granted to Transferor in this section 5 shall automatically cease on the date of termination of this Agreement and Transferor hereby accepts and agrees that it will not use the domain name <http://www.revelovelashes.co.uk/> after the term of this Agreement.

The Transferor is not allowed to buy new stock during the term of the Agreement.

The Transferor shall declare its stock on the Effective Date and update the Transferee on the status thereof every 12 months.

6. SECRECY

The parties shall not during the life of this Agreement reveal the trade secrets of the other party nor use such secrets otherwise than for the purpose of the Agreement. The parties shall take all necessary precautions reasonably calculated to prevent an unauthorized disclosure or use of such trade secrets by employees

7. NON-COMPETITION

The Transferor undertakes during the life of this Agreement not to develop, manufacture, sell, lease or otherwise be interested directly or indirectly in the development, manufacture, sales or lease of any product that may be directly or indirectly competitive to the business of the Transferee.

8. DURATION

This Agreement becomes effective on the date of signing by both parties thereof (the "Effective Date") and shall remain in full force and effect until the last annual payment according to section 2.1 ii. has been made.

9. PRE-MATURE TERMINATION BY THE TRANSFEROR

In the event the Transferee fails to pay in due time according to section 2.1 and 2.2 above and should fail to remedy such lack of payment within ten (10) days after receipt of written notice, the Transferor shall be entitled to terminate the Agreement immediately.

10. PRE-MATURE TERMINATION BY THE TRANSFEE

10.1 The Transferee shall have the right to terminate this Agreement by giving the Transferor not less than fifteen (15) days notice in writing if the Transferor should commit or permit a breach or non-performance of essential importance to the Transferee and should fail to remedy such breach within 15 days after receipt of written notice.

10.2 Notice of termination shall be given without undue delay after the circumstance which is referred to as ground for termination was or should have been known to the Transferee.

11. CONSEQUENCES OF TERMINATION

If the Agreement is terminated in accordance with the provision on duration or due to the Transferor's breach of contract the Transferee shall be free to continue to use and exploit the rights transferred under this Agreement in any manner it seems fit and the right, title and interest to the Trademark Registrations is to be held and enjoyed by Transferee and Transferee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Transferor if this transfer had not been made.

11.1 Upon termination of this Agreement due to Transferee's failure to make payment in accordance with section 9, the Trade mark Registrations shall be retransferred free of charge to the Transferor and the Transferee shall have an assignment document prepared and signed and shall file a recordal of the retransfer of the Trademark Registrations with the respective trademark offices within ten (10) days of the termination.

12. MISCELLANEOUS

12.1 The Agreement and its appendices constitute the entire agreement between the parties on all matters to which the Agreement relates. Any particular matter that has not been expressly covered in the Agreement shall be resolved in accordance with the principles on which the Agreement is founded. The contents of this Agreement and its appendices shall supersede all previous written or oral commitments and undertakings.

12.2 Only those amendments and additions to this contract that are made in writing and signed by the parties are valid.

12.3 If any provision of this Agreement or part thereof is held invalid or unenforceable, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate any changes to this Agreement to maintain the spirit of this Agreement and the framework, structure and transactions contemplated by this Agreement.

13. DISPUTES AND GOVERNING LAW

13.1 This Agreement shall be governed by and construed in accordance with the substantive laws of the United Kingdom.

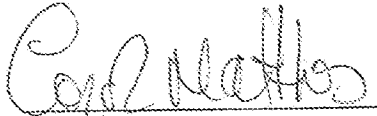
13.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be United Kingdom. The language to be used in the arbitral proceedings shall be English.

This Agreement has been drawn up in two (2) identical copies of which the Parties have taken one (1) each.

Place and date:

CO. DOWN N.I.
19/12/2019.

HAIR BOX LTD



Signature

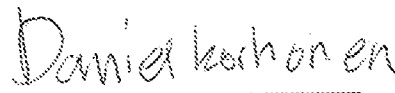
MR CONOR MATTHEWS

Name and title

Place and date:

Stockholm
20/12/2019

TANREVEL AB



Signature

Daniel Korhonen CEO

Name and title

Card No. 115
20/12/2019

Assignment Schedule

<u>Trade Mark</u>	<u>Territory</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>
Revel	Australia	1581819	20/09/2013	26
Revel	Australia	1588637	30/10/2013	03
Revel	European Union	012286591	25/10/2013	03 & 26
Revel	U.K.	UK00003021657	11/09/2013	26
Revel	U.S.A.	4,619,880	14/10/2014	03
Revel	U.S.A.	4,550,714	17/06/2014	26
Revel				