

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANHATTAN AVENUE BRANDS GROUP, LLC		12/31/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TERASANA BEAUTY COMPANY		
Street Address:	2690 Monica Way		
City:	Solvang		
State/Country:	CALIFORNIA		
Postal Code:	93464		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5770231	TERASANA	
Serial Number:	88322283	TERASANA	
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:	760-458-4194		
Email:	mpf@chedayatilaw.com		
Correspondent Name:	Mathilde P. Florenson		
Address Line 1:	PO Box 100		
Address Line 4:	Vista, CALIFORNIA 92085		
NAME OF SUBMITTER:	Mathilde P. Florenson		
SIGNATURE:	/Mathilde P. Florenson/		
DATE SIGNED:	01/15/2021		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 31, 2020, is made by **MANHATTAN AVENUE BRANDS GROUP, LLC** ("Assignor"), a California limited liability company, located at 200 The Strand, Manhattan Beach, CA 90266, in favor of **TERASANA BEAUTY COMPANY** ("Assignee"), located at 2690 Monica Way, Solvang, CA 93464.

WHEREAS, Assignor seeks to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and agrees to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) The following trademark registrations and trademark applications and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

Mark	Jurisdiction	Registration/Serial Number	Filing Date
TERASANA	USPTO	Registration # 5770231	April 17, 2017
TERASANA	USPTO	Serial # 88/322283	March 1, 2019

(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;

(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, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

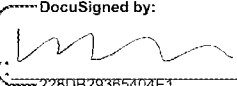
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

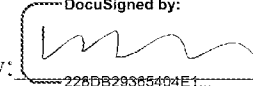
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

**MANHATTAN AVENUE BRANDS
GROUP, LLC ("Assignor")**

**TERASANA BEAUTY COMPANY
("Assignee")**

DocuSigned by:

By: _____
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Eric Kuskey, Manager

DocuSigned by:

By: _____
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Eric Kuskey, CEO