

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692356

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GLAMSQUAD, INC.		05/26/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JMB GLAMSQUAD, LLC		
<b>Street Address:</b>	245 8th Avenue		
<b>Internal Address:</b>	#1087		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5933076	G.	
<b>Registration Number:</b>	5228372	GLAMSQUAD	
<b>Registration Number:</b>	6521024	GLAMSQUAD	
<b>Registration Number:</b>	4503146	GLAMSQUAD	
<b>Serial Number:</b>	88369370	GSQ	
<b>Serial Number:</b>	88369371	GSQ BY GLAMSQUAD	
<b>Serial Number:</b>	88183286	YOURS TRULY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew P. Hintz, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	40623.2		
<b>NAME OF SUBMITTER:</b>	Matthew P. Hintz, Esq.		

CH \$190.00 5933076

<b>SIGNATURE:</b>	/Matthew P. Hintz/
<b>DATE SIGNED:</b>	12/03/2021
<b>Total Attachments: 19</b> source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page1.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page2.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page3.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page4.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page5.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page6.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page7.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page8.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page9.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page10.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page11.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page12.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page13.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page14.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page15.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page16.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page17.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page18.tif source=GlamSquad, Inc. to JMB GlamSquad, LLC (Trademark Assignment)#page19.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this “*Trademark Assignment*”), is entered into effective as of May 26, 2021 by and among GlamSquad, Inc., a Delaware corporation (the “*Company*” or “*Assignor*”), with an address of /o Sherwood Partners, Inc., 3945 Freedom Circle, Suite 560, Santa Clara, CA 95054, in favor of JMB GlamSquad, LLC, a Delaware limited liability company (“*Assignee*”), with an address of c/o JMB Capital Partners, Los Angeles, CA 90036.

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of March 12, 2021 (as it may be amended from time to time, the “*Purchase Agreement*”; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement), pursuant to which Assignee is purchasing certain assets of Assignor; and

**WHEREAS**, Assignor desires to convey, transfer and assign, and Assignee desires to acquire, the Assigned Trademarks (as defined below) and the other assets set forth in Section 1, subject to the terms and conditions of this Trademark Assignment.

**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 accepts, all of such Assignor’s right, title, and interest in and to the following:

(a) the trademarks, service marks, trade dress, logos, corporate names, and trade names, and including without limitation, the trademark registrations and trademark applications set forth on Schedule A hereto 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; provided that, with respect

to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertain as described further in Section 2.02(a)(ii) of the Purchase Agreement, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law, 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office or applicable government office to record and register this Trademark Assignment upon request by Assignee. At any time or from time to time after the date hereof, Assignor shall, at the request of Assignee and at Assignee's expense, execute and deliver any further instruments or documents and take all such further action as Assignee may reasonably request in order to evidence the consummation of this Trademark Assignment.

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 Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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. Purchase Agreement. Assignor and Assignee agree that this Trademark Assignment is subject to the terms and conditions of the Purchase Agreement and that this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall govern.

6. Governing Law. This Trademark Assignment and all claims or causes of action (whether at Law, in contract, in 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 State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

**[SIGNATURE PAGE FOLLOWS]**

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

GLAMSQUAD, INC.

By: \_\_\_\_\_  
Name: Jason Perri  
Title: Chief Executive Officer

Accepted by:

JMB GLAMSQUAD, LLC

By:  \_\_\_\_\_  
Name: Vikas Tandon  
Title: Authorized Signatory

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

GLAMSQUAD, INC.

By: Jason Perri  
Name: Jason Perri  
Title: Chief Executive Officer

Accepted by:

JMB GLAMSQUAD, LLC

By: \_\_\_\_\_  
Name: Vikas Tandon  
Title: Chief Investment Officer

*Signature Page to Trademark Assignment Agreement*

243090158 v2

**RECORDED: 12/03/2021**

**TRADEMARK  
REEL: 007517 FRAME: 0052**