TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM750400

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900703027	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
11 Honoré, Inc.		05/27/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Dia Styling Co.	
Street Address:	254 36th Street, Suite B335	
City:	Brooklyn	
State/Country:	NEW YORK	
Postal Code:	11232	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	88780531	11H
Serial Number:	88780513	11 HONORÉ
Serial Number:	87462393	11 HONORÉ
Serial Number:	87977245	11 HONORÉ

CORRESPONDENCE DATA

Fax Number: 3102283953

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.

Phone: 3102283700

Email: RWalsh@sheppardmullin.com

Correspondent Name: Paul A. Bost, Esq.

Address Line 1: 1901 Avenue of the Stars, Suite 1600 Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	57XT-260989
NAME OF SUBMITTER:	Paul A. Bost
SIGNATURE:	/Paul A. Bost/
DATE SIGNED:	08/22/2022

Total Attachments: 6

TRADEMARK
REEL: 007786 FRAME: 0610

900715441



TRADEMARK REEL: 007786 FRAME: 0611

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made effective on May 27, 2022, by and between 11 Honore, Inc., a Delaware corporation ("<u>Assignor</u>") and Dia Styling Co., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "<u>Purchase Agreement</u>"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor in or related to the Business (as defined in the Purchase Agreement), including the Marks and the goodwill of the Business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the Business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the Business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

TRADEMARK
REEL: 007786 FRAME: 0612

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:	11 Honore, Inc.		
Name: Signature:	Erin Milley Villey		
Title:	Chief Executive Officer		
ASSIGNEE:	Dia Styling Co.		
Name: Signature:			
Title:			

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:	11 Honore, Inc.	
Name: Signature:		
Title:		
ACCIONEE.	Dia Stylina Ca	
ASSIGNEE:	Dia Styling Co.	
Name:	Nadia Bowarwali Nadia Boujarwah	
Signature:	Nadia Boujarwah	
Title:	Chief Executive Officer	

Exhibit A

Marks

Mark	Jurisdiction	Application No.	Registration No.
11H	USPTO	88/780,531	Pending
11 HONORÉ	USPTO	88/780,513	Pending
11 HONORÉ	USPTO	87/462,393	5,978,603
11 HONORÉ	USPTO	87/977,245	5,471,553
11 HONORÉ	Australia	1,888,711	1,888,711
11 HONORÉ	Brazil	913,780,308	913,780,308
11 HONORÉ	Canada	1,869,447	1,094,034
11 HONORÉ	EU	17,531,708	17,531,708
11 HONORÉ	Hong Kong	304,344,372	304,344,372
11 HONORÉ	Japan	2017-154785	6,052,649
11 HONORÉ	Mexico	1,976,471	1,854,654
11 HONORÉ	Norway	201,715,739	298,695
11 HONORÉ	Russia	2019700021	2019700021
11 HONORÉ	Singapore	40201723126X	40201723126X
11 HONORÉ	United Arab Emirates	300,530	300,530
11 HONORÉ	United Arab Emirates	292,233	292,233
11 HONORÉ	United Kingdom	UK3273013	UK3273013
11 HONORÉ	United Kingdom	UK00917531708	UK00917531708

Exhibit A - Trademark Assignment

TRADEMARK
RECORDED: 06/24/2022 REEL: 007786 FRAME: 0615