

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centura Brands Inc.		12/22/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Pacific World Corporation		
Street Address:	757 S. Alameda Street		
Internal Address:	Suite 280		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	90021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3497817	DIPPITY-DO	
Registration Number:	5052267	ORIGINAL DIPPITY-DO GIRLS WITH CURLS	
Registration Number:	6096760	ORIGINAL DIPPITY-DO MEN. WORLD CLASS STY	
Registration Number:	5089151	GIRLS WITH CURLS	
CORRESPONDENCE DATA			
Fax Number:	3126551917		
<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:	3126559900		
Email:	sbsamlan@kdsllaw.com		
Correspondent Name:	Stephen B Samlan Knechtel Demeur & Samlan		
Address Line 1:	525 W. Monroe St.		
Address Line 2:	Suite 2360		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Stephen B. Samlan		
SIGNATURE:	/Stephen B. Samlan/		
DATE SIGNED:	02/03/2023		
Total Attachments: 7			

OP \$115.00 3497817

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of December 22, 2022 ("Effective Date") by and between Centura Brands Inc., a Ontario corporation ("Assignor"), and Pacific World Corporation, a California corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 22, 2022 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations, foreign trademark registrations, and unregistered trade names and trademarks identified on Exhibit A, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises, and for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys, and sets over to Assignee, and Assignee hereby accepts, all of Assignor's entire rights, title and interest in and to:

(a) the Marks together with the goodwill of the business associated with the Marks and which are symbolized by the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

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

(d) including, without limitation, any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach, default, or any other unauthorized use of the Marks, with the right but

no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable foreign countries or jurisdictions, to record and register this Assignment and Assignee as the assignee and owner of the Marks.

3. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) as may be necessary or reasonably requested by Assignee to effect, evidence, or perfect the assignment of the Marks or to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the Marks or rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks or rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

4. Assignor covenants and agrees that it shall not in the future: (i) seek or file a request for an opposition or cancelation of any of the Marks; (ii) file any action (court, administrative, governmental, or otherwise) seeking invalidity or unenforceability of any of the Marks; (iii) otherwise affirmatively challenge the scope, validity, or enforceability of any of the Marks; (iv) in the absence of compulsory process, cooperate or assist any third party in connection with any dispute, claim, or case involving any of the Marks; or (v) provide prior art or suggest arguments to any third party for the purpose of assisting them in challenging any of the Marks.

5. This 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 Assignment and the transactions contemplated hereby shall be governed by, construed, and enforced in accordance with the domestic laws of the same law governing the Purchase Agreement without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.


6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. Counterpart signature pages to this Assignment transmitted by facsimile transmission, by electronic mail in portable format (.pdf), or through any electronic signature technology such as DocuSign, shall be valid and acceptable and have the same binding legal effect as physical delivery of the paper document bearing an original signature. The Parties

hereby agree that neither shall raise the use of DocuSign or the fact that any signature or document was transmitted or communicated electronically as a defense to the formation of this Assignment and forever waive any such defense.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Centura Brands Inc.

By:



Myles Robinson
President

Pacific World Corporation

By:

Bill George
Chief Executive Officer

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Myles Robinson
President

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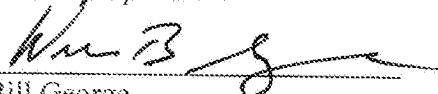






By: 
Bill George
Chief Executive Officer

EXHIBIT A
TRADEMARK REGISTRATIONS

	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
1	DIPPITY-DO	Canada	REGISTERED	1,347,825	May. 17, 2007	709,831	Mar. 18, 2008
2	DIPPITY-DO (Chinese Translation)	China	REGISTERED	6380708	Nov. 15, 2007	6380708	Mar. 21, 2010
3	DIPPITY-DO	China	REGISTERED	6380707	Nov. 15, 2007	6380707	Mar. 21, 2010
4	DIPPITY-DO	US	REGISTERED	77/189,402	May. 24, 2007	3,497,817	Sep. 9, 2008
5		Canada	REGISTERED	1,625,531	May. 6, 2013	887,861	Oct. 9, 2014
6		Canada	REGISTERED	1,625,532	May. 6, 2013	887,858	Oct. 9, 2014
7	ORIGINAL DIPPITY-DO GIRLS WITH CURLS	Canada	REGISTERED	1,635,954	Jul. 19, 2013	887,844	Oct. 9, 2014
8	ORIGINAL DIPPITY-DO GIRLS WITH CURLS	US	REGISTERED	86/516,861	Jan. 28, 2015	5,052,267	Oct. 4, 2016
9		Canada	REGISTERED	1,649,524	Oct. 28, 2013	885,617	Sep. 11, 2014
10		Canada	REGISTERED	1,794,276	Aug. 3, 2016	TMA1,025,253	Jun. 12, 2019
11	DIPPITY DO	Mexico	REGISTERED	1906587	Jun. 20, 2017	1853388	Feb. 27, 2018
12		Canada	REGISTERED	1,847,566	Jul. 14, 2017	TMA1,025,229	Jun. 12, 2019

13		US	REGISTERED	87/537,299	Jul. 25, 2017	6,096,760	Jul. 7, 2020
14		Canada	REGISTERED	1,847,567	Jul. 14, 2017	TMA1,025,230	Jun. 12, 2019
15		Canada	REGISTERED	1,847,571	Jul. 14, 2017	TMA1,025,277	Jun. 12, 2019
16		Canada	REGISTERED	1,847,573	Jul. 14, 2017	TMA1,025,275	Jun. 12, 2019
17		Canada	REGISTERED	1,847,575	Jul. 14, 2017	TMA1,025,261	Jun. 12, 2019
18	DIPPITY-DO GIRLS WITH CURLS	China	REGISTERED	29397766	Feb. 28, 2018	29397766	Jan. 28, 2019
19		Canada	PENDING	2,091,994	Mar. 15, 2021		
20	DIPPITY-DO	Canada	REGISTERED	287,810	Mar. 2, 1965	141,303	Aug. 17, 1965
21	GIRLS WITH CURLS	Canada	REGISTERED	1,712,241	Jan. 23, 2015	TMA932,471	Mar. 23, 2016
22	GIRLS WITH CURLS	US	REGISTERED	86/702,960	Jul. 23, 2015	5,089,151	Nov. 29, 2016