

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFESSIONAL BEAUTY ASSOCIATION		11/14/2022	Non-Profit Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	USA Beauty LLC		
Street Address:	5850 T.G. Lee Boulevard, Ste. 210		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32822		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2636821	ISSE	
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:	2122925390		
Email:	mail@ipcounselors.com		
Correspondent Name:	William C. Wright		
Address Line 1:	60 East 42nd Street, Suite 1250		
Address Line 4:	New York, NEW YORK 10165		
NAME OF SUBMITTER:	Jeannie Ashten		
SIGNATURE:	/Jeannie Ashten/		
DATE SIGNED:	08/31/2023		
Total Attachments: 5			
source=Informa - Project Piattaforma - Step 4.32 - ISSE - USA Beauty - Assignment of IP and Databases#page1.tif			
source=Informa - Project Piattaforma - Step 4.32 - ISSE - USA Beauty - Assignment of IP and Databases#page2.tif			
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OP \$40.00 2636821

ASSIGNMENT OF INTELLECTUAL PROPERTY AND DATABASES

This ASSIGNMENT OF INTELLECTUAL PROPERTY AND DATABASES (this “Assignment”) is made this November 14, 2022, by (i) Professional Beauty Association, a nonprofit corporation organized under the laws of the State of Arizona (“Assignor”), to and in favor of (ii) USA Beauty LLC, a limited liability company organized under the laws of the State of Delaware (“Assignee”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignee and the Assignor are parties to that certain Asset Purchase Agreement (the “Asset Purchase Agreement”), dated as of even date herewith, pursuant to which the Assignor has agreed to sell, transfer, assign and deliver to Assignee and Assignee has agreed to purchase from the Assignor the Assets, including, without limitation, the Intellectual Property Assets and the Databases; and

WHEREAS, Section 3.4(a)(iv) of the Asset Purchase Agreement contemplates that the Assignor will execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. The Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of the entire right, title and interest of Assignor in and to the Intellectual Property Assets and Databases, including without limitation all of the intellectual property rights associated with each of the items set forth on Exhibit A together with goodwill associated therewith, and all rights to sue for infringement of any of such rights, whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment not been made.

2. Further Assurances. Assignor agrees, without further consideration, to execute all documents necessary to effect, evidence or perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor fails or is unable to execute such documents, Assignor hereby appoints Assignee as its attorney-in-fact for the sole purpose of executing such documents.

3. Binding Effect; Assignment. This Assignment is binding upon Assignor, its successors and assigns, and inures to the benefit of Assignee, its successors and assigns.

4. Governing Law. This Assignment is governed by the laws of the State of Delaware, without regard to conflicts of laws principles.

5. Conflict. This Assignment is being delivered pursuant to, and is subject to the applicable terms and conditions of, the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement shall prevail to the extent of such conflict.

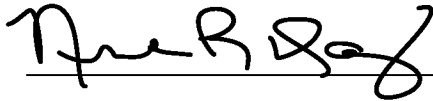
6. Means of Execution. Delivery of a copy of this Assignment bearing an original signature by facsimile transmission, by electronic mail in portable document format (.pdf) form,

or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first written above.

PROFESSIONAL BEAUTY ASSOCIATION

By: 
Name: Nina R. Daily
Title: Executive Director
Dated: November 14, 2022

USA BEAUTY LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first written above.

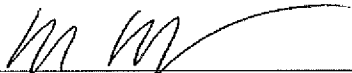
PROFESSIONAL BEAUTY ASSOCIATION

By: _____

Name: _____

Title: _____

USA BEAUTY LLC

By:  _____

Name: Alex Roth

Title: Authorized Representative

Dated: November 14, 2022

List of Intellectual Property

- 1. Trade Names:
 - i. None.

- 2. Domain Names:

Domain Name	Status	Expiration Date	Auto-renew
experienceisse.com	Active	9/29/2022	Off
ISSE-SHOWS.ORG	Active	10/6/2022	Off
ISSELB.COM	Active	5/4/2024	On
ISSELB.ORG	Active	8/30/2022	On
ISSEMW.COM	Active	5/4/2022	Off
ISSEMW.ORG	Active	8/30/2022	Off

- 3. Social Media Accounts
 - i. None.

- 4. Trademark Registrations

<u>U.S. Serial Number</u>	<u>U.S. Registration Number</u>	<u>Mark</u>	<u>Goods/Services</u>
76189509	2636821 (issued Oct. 15, 2002)	ISSE	Class 35: organizing, promoting and conducting trade shows in the field of professional beauty care, salon and spa industries

- 5. Unregistered Marks
 - i. EXPAND YOUR BRAND
 - ii. GET INSPIRED AT ISSE
 - iii. INTERNATIONAL SALON + SPA EXPO
 - iv. ISSE
 - v. ISSE SALON + SPA EXPO