

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843722

<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>
Steven M. Spector		08/15/2023	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AX Beauty Brands, LLC		
<b>Street Address:</b>	1400 Broadway		
<b>Internal Address:</b>	Floor 18		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88498520	NATUREWELL	
<b>Serial Number:</b>	97546846	NATUREWELL MAMA	
<b>Serial Number:</b>	97775507	NATUREWELL NATURALS	
<b>Serial Number:</b>	97855729	NUTRITIVE HAIR DENSITY COMPLEX	
<b>Registration Number:</b>	5361056	DYNAMIC RENEWAL CREAM	
<b>Registration Number:</b>	4994917	NATURE WELL	
<b>Registration Number:</b>	5622100	NUTRI-BOOST	
<b>Registration Number:</b>	5192920	ATMOS SHIELD	
<b>Registration Number:</b>	5444209	AURADESCENCE	
<b>Registration Number:</b>	5087976	BIG REVIVAL BODIFYING HAIR MASK	
<b>Registration Number:</b>	4994919	BODY BREAKTHROUGH	
<b>Registration Number:</b>	5187931	CLIMATE CHANGE	
<b>Registration Number:</b>	5397177	FORMER GLORY	
<b>Registration Number:</b>	5330153	FORTIFINITY COMPLEX	
<b>Registration Number:</b>	5060816	HIGH SPIRITED WEIGHTLESS LEAVE IN CONDIT	
<b>Registration Number:</b>	5520122	MAGNIFYING GLASS	
<b>Registration Number:</b>	5061144	MAX CAPACITY	
<b>Registration Number:</b>	5087669	MEGA PLUMP 5 PROTEIN COMPLEX	

CH \$715.00 88498520

Property Type	Number	Word Mark
Registration Number:	5187991	MULTI-PHASIC SHIELDING COMPLEX
Registration Number:	5187990	PEARL FOAM
Registration Number:	7007947	REFRESHER COURSE
Registration Number:	5187928	SATIN PILLOW
Registration Number:	5187927	STRONG BOND
Registration Number:	5097351	THE GLOSS UP
Registration Number:	5047116	THE GREAT INFLATE AIR WHIPPED STYLING FO
Registration Number:	5397176	TIME CAPSULE
Registration Number:	5376123	UNCOMPROMISED
Registration Number:	5188037	WELL BEHAVED

**CORRESPONDENCE DATA**

Fax Number: 6029165651

*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: 602-916-5451

Email: ip@fennemorelaw.com

Correspondent Name: Stacie K. Smith

Address Line 1: 2394 East Camelback Road

Address Line 2: Suite 600

Address Line 4: Phoenix, ARIZONA 85016-3429

**ATTORNEY DOCKET NUMBER:** 045793.0251

**NAME OF SUBMITTER:** Stacie K. Smith

**SIGNATURE:** /Stacie K Smith/

**DATE SIGNED:** 10/04/2023

**Total Attachments: 4**

source=United States D1 Fully Executed - Spector to AX Assignment (ALL PARTIES)) (002)#page1.tif

source=United States D1 Fully Executed - Spector to AX Assignment (ALL PARTIES)) (002)#page2.tif

source=United States D1 Fully Executed - Spector to AX Assignment (ALL PARTIES)) (002)#page3.tif

source=United States D1 Fully Executed - Spector to AX Assignment (ALL PARTIES)) (002)#page4.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Trademark Assignment”), effective as of August 24, 2023 (the “Effective Date”), is by and between Steven M. Spector, an individual US citizen, with an address of 1000 Wilshire Blvd, Suite 1500, Los Angeles, CA 90017 90064 (“Assignor”), and AX Beauty Brands, LLC, a Delaware limited liability company with an address of 1400 Broadway, Floor 18, New York, New York 10018 (“Assignee”).

WHEREAS, pursuant to the terms and conditions of Intellectual Property Assignment Agreement of even date herewith by and among Assignor and Assignee (the “Assignment”) and subject to the terms of the Asset Purchase Agreement by and among Assignor (and other parties) and Assignee, Assignor conveyed, transferred, assigned and delivered to Assignee all of Assignor’s worldwide right, title and interest in, to and under certain intellectual property assets, including but not limited to the trademarks, application and registration listed on Exhibit A attached hereto (the “Trademarks”) along with other assets related to the business or portion thereof to which the marks pertain. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Assignment.

NOW, THEREFORE, Assignor and Assignee hereby desire to confirm such conveyance, transfer, assignment and delivery of, such Trademarks upon the terms and conditions in the Assignment Agreement, made upon good and valuable consideration, the receipt and sufficient of which is hereby acknowledged.

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee does hereby acquire and accept, all of Assignor’s worldwide right, title and interest in, to and under the Trademarks, including, without limitation, (i) all registrations thereof or applications therefor in the United States Patent and Trademark Office, the trademark offices of the states and territories of the United States of America, and the trademark offices of other nations throughout the world, and all rights therein provided by international treaties or conventions, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) all corresponding rights throughout the world, and (v) all claims against a third party for damages by reason of past infringement, and the right to sue for and collect the same.

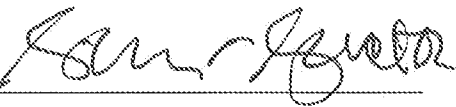
2. The parties acknowledge and agree that the terms contained in the Assignment Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment Agreement and the terms of this Assignment, the terms of the Assignment Agreement shall govern.

3. Upon the reasonable request by Assignee, Assignor shall execute all documents and take all actions as may be necessary to enable Assignee to perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Trademarks, in each case, without further compensation but at the expense of Assignee.

4. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as the assignee and owner of the entire right, title and interest in, to and under the Trademarks.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Trademark Assignment to be duly executed and effective as of the Effective Date.

ASSIGNOR:

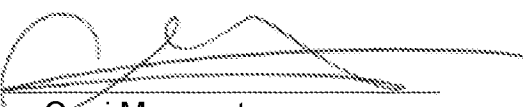
By: 

Steven M. Spector, in his capacity as assignee for the benefit of creditors of the Assignor

Date: August 15, 2023

ASSIGNEE:

AX BEAUTY BRANDS, LLC

By: 

Name: Ouni Mamrout

Title: Manager

Date: August 24, 2023

**EXHIBIT A**  
**US Trademarks (Schedule 2.01(d)(1))**

<u>Serial #</u>	<u>Registration #</u>	<u>Mark</u>	<u>Country Filed In</u>
88498520	-	NATUREWELL	United States
97546846	-	NATUREWELL MAMA	United States
97775507	-	NATUREWELL NATURALS	United States
97855729	-	NUTRITIVE HAIR DENSITY COMPLEX	United States
<u>Serial #</u>	<u>Registration #</u>	<u>Mark</u>	<u>Country Filed In</u>
87206226	5361056	DYNAMIC RENEWAL CREAM	United States
86978931	4994917	NATURE WELL	United States
87883994	5622100	NUTRI-BOOST	United States
87056643	5192920	ATMOS SHIELD	United States
87206213	5444209	AURADESCENCE	United States
86755991	5087976	BIG REVIVAL BODIFYING HAIR MASK	United States
86978998	4994919	BODY BREAKTHROUGH	United States
86920453	5187931	CLIMATE CHANGE	United States
87050227	5397177	FORMER GLORY	United States
86674865	5330153	FORTIFYNITY COMPLEX	United States
86755968	5060816	HIGH SPIRITED WEIGHTLESS LEAVE IN CONDITIONER	United States
87051153	5520122	MAGNIFYING GLASS	United States
86979956	5061144	MAX CAPACITY	United States
86690260	5087669	MEGA PLUMP 5 PROTEIN COMPLEX	United States
86934812	5187991	MULTI-PHASIC SHIELDING COMPLEX	United States
86934756	5187990	PEARL FOAM	United States

97162159	7007947	REFRESHER COURSE	United States
86920436	5187928	SATIN PILLOW	United States
86920430	5187927	STRONG BOND	United States
86980480	5097351	THE GLOSS UP	United States
86979607	5047116	THE GREAT INFLATE AIR WHIPPED STYLING FOAM	United States
87050224	5397176	TIME CAPSULE	United States
87048782	5376123	UNCOMPROMISED	United States
86950775	5188037	WELL BEHAVED	United States