

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steven M. Spector		08/15/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	AX Beauty Brands, LLC		
Street Address:	1400 Broadway		
Internal Address:	Floor 18		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Serial Number:	97504172	HATCHBEAUTY AGENCY	
Serial Number:	97504195	HATCHBEAUTY PRODUCTS	
Serial Number:	98060314	HATCHCOLLECTIVE	
Serial Number:	97162178	FOUND	
Serial Number:	97322913	MOTIV	
Serial Number:	98046671	MOTIV	
Serial Number:	90785331	WILDER	
Serial Number:	97836235	CLOUD CHASER	
Serial Number:	97904717	HAPPI(EST) SKIN	
Serial Number:	97162193	HONEY & SOUL	
Serial Number:	97225822	OF A KIND	
Serial Number:	97715325	RHEIA	
Serial Number:	98081540	TXTUR	
Serial Number:	98081564	TXTUR4ALL	
Registration Number:	5481713	BEAUTY'S MOST WANTED	
Registration Number:	5381052	CIRCLE OF FRIENDS	
Registration Number:	3302615	LITTLE DOCS	
Registration Number:	6031209	A BEAUTY & WELLNESS INCUBATOR	

CH \$1340.00 97504172

Property Type	Number	Word Mark
Registration Number:	5721370	HATCHBEAUTY
Registration Number:	6098900	HATCHBEAUTY BRANDS
Registration Number:	6098901	HATCHBEAUTY BRANDS
Registration Number:	5350855	FOUND
Registration Number:	6719181	FOUND
Registration Number:	6821259	FOUND
Registration Number:	6798457	FOUND ACTIVE
Registration Number:	5371823	MIRACLE INGREDIENTS FROM AROUND THE WORL
Registration Number:	5282623	A TRICK OR TWO
Registration Number:	5541870	BIG DREAMS SMALL PORES
Registration Number:	5193083	CASHMERE SLIP
Registration Number:	5429812	CASTING CALL
Registration Number:	5388222	CREAM + POWDER = STAYING POWER
Registration Number:	5193084	FULL DISCLOSURE
Registration Number:	5371023	GRAND OPENING
Registration Number:	5493581	LIP CRAFT
Registration Number:	5201566	POWER LOCK
Registration Number:	5376778	RISK TAKER
Registration Number:	5307906	STUNT DOUBLE
Registration Number:	5192970	TRIPPLICITY
Registration Number:	5307504	LIQUE
Registration Number:	5337261	LIQUE REFLECTIONS
Registration Number:	6195644	REMI ROSE
Registration Number:	6195645	REMI ROSE
Registration Number:	5195951	SCENT MARKET
Registration Number:	5386900	STAR TREATMENT
Registration Number:	5476405	JUNKEE GIRL
Registration Number:	4933017	TATTOO JUNKEE
Registration Number:	4970060	TJ
Registration Number:	5387472	COLLATERAL DAMAGE
Registration Number:	5386908	THE COLOR AUTHORITY
Registration Number:	5571360	PERFORMANCE MATTERS
Registration Number:	5423653	WILDER
Registration Number:	5571309	WILDERLABS
Registration Number:	5587506	BIG DEAL

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 D2 Fully Executed - Spector to AX Assignment (ALL PARTIES)) (002)#page1.tif
source=United States D2 Fully Executed - Spector to AX Assignment (ALL PARTIES)) (002)#page2.tif
source=United States D2 Fully Executed - Spector to AX Assignment (ALL PARTIES)) (002)#page3.tif
source=United States D2 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, NY 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.

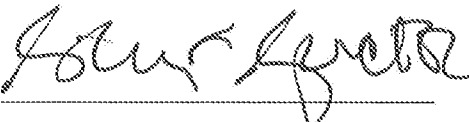
2. The parties acknowledge and agree that the terms contained in the Assignment Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment Agreement and the 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
Date: August 15, 2023

ASSIGNEE:

AX BEAUTY BRANDS, LLC

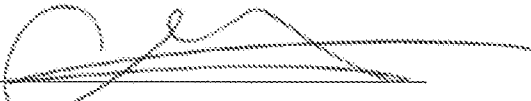
By: 
Name: Ouni Mamrout
Title: Manager
Date: August 24, 2023

EXHIBIT A
US Trademarks (Schedule 2.01(d)(2))

97504172	-	HATCHBEAUTY AGENCY	United States
97504195	-	HATCHBEAUTY PRODUCTS	United States
98060314	-	HATCHCOLLECTIVE	United States
97162178	-	FOUND	United States
97322913	-	MOTIV	United States
98046671	-	MOTIV	United States
90785331	-	WILDER	United States
97836235	-	CLOUD CHASER	United States
97904717	-	HAPPI(EST) SKIN	United States
97162193	-	HONEY & SOUL	United States
97225822	-	OF A KIND	United States
97715325	-	RHEIA	United States
98081540	-	TXTUR	United States
98081564	-	TXTUR4ALL	United States
<u>Serial #</u>	<u>Registration #</u>	<u>Mark</u>	<u>Country Filed In</u>
87112001	5481713	BEAUTY'S MOST WANTED & Design	United States
86759614	5381052	CIRCLE OF FRIENDS LOGO	United States
78968159	3302615	LITTLE DOCS	United States
88446304	6031209	A BEAUTY & WELLNESS INCUBATOR	United States
88097391	5721370	HATCHBEAUTY	United States
88446286	6098900	HATCHBEAUTY BRANDS	United States
88446299	6098901	HATCHBEAUTY BRANDS (stylized)	United States
86337288	5350855	FOUND	United States
88149562	6719181	FOUND	United States
87701217	6821259	FOUND	United States
90083679	6798457	FOUND ACTIVE	United States

87976218	5371823	MIRACLE INGREDIENTS FROM AROUND THE WORLD	United States
87139150	5282623	A TRICK OR TWO	United States
87324368	5541870	BIG DREAMS SMALL PORES	United States
87126150	5193083	CASHMERE SLIP	United States
87401223	5429812	CASTING CALL	United States
87324362	5388222	CREAM + POWDER = STAYING POWER	United States
87126192	5193084	FULL DISCLOSURE	United States
87126476	5371023	GRAND OPENING	United States
87446501	5493581	LIP CRAFT	United States
87036875	5201566	POWER LOCK	United States
87325862	5376778	RISK TAKER	United States
87126478	5307906	STUNT DOUBLE	United States
87077232	5192970	TRIPLICITY	United States
86982835	5307504	LIQUE	United States
87401795	5337261	LIQUE REFLECTIONS	United States
87935502	6195644	REMI ROSE	United States
87935550	6195645	REMI ROSE & Design	United States
86304305	5195951	SCENT MARKET	United States
86288769	5386900	STAR TREATMENT	United States
87252224	5476405	Junkee Girl	United States
86243086	4933017	TATTOO JUNKEE	United States
86557717	4970060	TJ & Design (bow)	United States
87050217	5387472	COLLATERAL DAMAGE	United States
86299902	5386908	THE COLOR AUTHORITY	United States
87313292	5571360	PERFORMANCE MATTERS	United States
86332721	5423653	WILDER	United States
87288192	5571309	WILDERLABS	United States
87553183	5587506	BIG DEAL	United States