

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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ETAS ID: TM844666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	09/18/2023		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JhirMane, LLC		09/18/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Neoteric Beauty Holdings, LLC		
<b>Street Address:</b>	8400 E Crescent, Suite 450, Pkwy.		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Neoteric Cosmetics, Inc.		
<b>Street Address:</b>	8400 E Crescent, Suite 450, Pkwy.		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1253486	JHIRMACK	
<b>Registration Number:</b>	1619343	JHIRMACK	
<b>Registration Number:</b>	6976039	MANE CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669477329		
<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>			
<b>Phone:</b>	6504939300		
<b>Email:</b>	trademarks@wsgr.com		
<b>Correspondent Name:</b>	Alyssa M. Worsham		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	Wilson Sonsini Goodrich & Rosati		

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<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304
<b>ATTORNEY DOCKET NUMBER:</b>	39375-900
<b>NAME OF SUBMITTER:</b>	Alyssa M. Worsham
<b>SIGNATURE:</b>	/Alyssa M. Worsham/
<b>DATE SIGNED:</b>	10/09/2023
<b>Total Attachments: 7</b> source=Merger Agreement#page1.tif source=Merger Agreement#page2.tif source=Merger Agreement#page3.tif source=Merger Agreement#page4.tif source=Merger Agreement#page5.tif source=Merger Agreement#page6.tif source=Merger Agreement#page7.tif	

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”) is made and entered into as of September 18, 2023, by and among Neoteric Beauty Holdings, LLC, a Delaware limited liability company (“Holdings”), Neoteric Cosmetics, Inc., a Colorado corporation (“Neoteric”), and JhirMane, LLC, a Delaware limited liability company (“SpinCo”).

### RECITALS

WHEREAS, each of the respective board of directors (or governing body) of each of Holdings, Neoteric and SpinCo has approved this Agreement and the transactions contemplated hereby, and deems it advisable and in the best interest of its respective owner(s) to enter into this Agreement and consummate the transactions contemplated hereby, including the Merger (as defined below).

WHEREAS, each of Holdings, as the sole shareholder of Neoteric, and all of the owners of SpinCo approved this Agreement and the transactions contemplated hereby, including the Merger.

WHEREAS, before the Effective Time, all of the SpinCo Units will have been distributed to the owners of SpinCo who are approving this Agreement in a distribution intended to qualify under Section 355 of the Code.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

### ARTICLE I.

#### THE MERGER

1.1 The Merger. Upon the terms and conditions set forth in this Agreement and the applicable provisions of the Delaware Act and the Colorado Statute (each as defined below), at the Effective Time (as defined below), SpinCo shall be merged with and into Neoteric (the “Merger”), and the separate entity existence of SpinCo shall thereupon cease and Neoteric shall continue as the surviving entity of the Merger (the “Surviving Company”).

1.2 Effective Time of the Merger. Upon the terms and conditions set forth in this Agreement, on the Closing Date (as defined below), Neoteric and SpinCo shall cause the Merger to be consummated by filing (a) a certificate of merger in customary form and substance (the “Certificate of Merger”) with the Secretary of State of the State of Delaware (the “Delaware Secretary of State”) in accordance with the applicable provisions of the Delaware Act and (b) a statement of merger in customary form and substance (the “Statement of Merger”) with the Secretary of State of the State of Colorado (the “Colorado Secretary of State”) in accordance with the applicable provisions of the Colorado Statute and the Merger shall be effective at the Effective Time. The time of such filing and acceptance by the Delaware Secretary of State and the Colorado Secretary of State is referred to herein as the “Effective Time.”

1.3 The Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place through the exchange of electronic signatures of the Transaction Documents on the date hereof (the “Closing Date”).

1.4 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger, the Statement of Merger and the applicable provisions of the Delaware Act and the Colorado Statute. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all of the property, rights, privileges, powers and franchises of SpinCo shall vest in Neoteric as the Surviving Company, and all debts, liabilities and duties of SpinCo shall become the debts, liabilities and duties of Neoteric as the Surviving Company.

1.5 Organizational Documents. At the Effective Time:

(a) the articles of incorporation of Neoteric in effect immediately prior to the Effective Time shall continue in full force and effect as the articles of incorporation of the Surviving Company until thereafter amended in accordance with the applicable provisions of the Colorado Statute and such articles of incorporation; and

(b) the bylaws of Neoteric in effect immediately prior to the Effective Time shall continue in full force and effect as the bylaws of the Surviving Company until thereafter amended in accordance with the applicable provisions of the Colorado Statute, the articles of incorporation of the Surviving Company and such bylaws.

1.6 Directors and Officers. At the Effective Time, the directors and officers of Neoteric shall continue to serve as directors and officers of the Surviving Company, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Company until their respective successors are duly elected or appointed and qualified.

1.7 Effect on Equity Securities.

(a) At the Effective Time, by virtue of the Merger and without any further action on the part of Holdings, Neoteric, SpinCo, or any of their respective owners, each SpinCo Unit outstanding immediately prior to the Effective Time shall be cancelled and automatically converted into the right to receive 4,250 Holdings Units (collectively, the "Merger Consideration"); and

(b) From and after the Effective Time, all equity securities of SpinCo shall no longer be outstanding and shall automatically be cancelled, retired and cease to exist, and each holder of any equity securities of SpinCo shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration issuable in respect thereof pursuant to this Agreement.

1.8 LLC Agreement. At the Closing, each SpinCo Owner will execute and deliver the LLC Agreement and the LLC Agreement will set forth the applicable class of Holdings Units owned by each SpinCo Owner in respect such SpinCo Owner's Merger Consideration.

1.9 Tax Consequences. The Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a) of the Code, and the parties hereto hereby adopt this Agreement as a "plan of reorganization" within the meaning of Section 368 of the Code and each of SpinCo and Holdings are intended to be treated as a "party to the reorganization." Each party hereto will take all commercially reasonable action to cause the Merger to so qualify and shall not take any action or position before a Governmental Entity which is inconsistent with the intent to treat the Merger as a "reorganization" within the meaning of Section 368(a) of the Code, except to the extent required by a "determination" within the meaning of Section 1313(a) of the Code.

1.10 Taking of Necessary Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Company with

full right, title and possession to all assets, property, rights, privileges, powers and franchises of SpinCo, the governing bodies and officers of the Surviving Company and SpinCo shall take all such lawful and necessary action.

## ARTICLE II.

### REPRESENTATIONS AND WARRANTIES OF SPINCO

SpinCo hereby represents and warrants to Neoteric and Holdings as follows:

2.1 Organization. SpinCo is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

2.2 Authorization. The Transaction Documents have been duly authorized executed and delivered by SpinCo. Assuming the due authorization of the Transaction Documents by Neoteric and Holdings, the Transaction Documents constitute valid and legally binding obligations of SpinCo, enforceable against it in accordance with the terms set forth therein except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.3 No Conflict or Violation. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation or default, under any order or any contract to which SpinCo is a party or by which SpinCo is bound.

2.4 Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of SpinCo in connection with the consummation of the transactions contemplated by this Agreement, except for the filing of the Certificate of Merger and Statement of Merger, which will have been filed as of the Closing.

2.5 Tax Classification. SpinCo was a "qualified subchapter S subsidiary", as defined in Section 1361(b)(3)(B) of the Code (a "qualified subchapter S subsidiary"), prior to its distribution from an "Scorporation", as defined in Section 1361(a) of the Code (an "S corporation"), in a distribution intended to qualify under Section 355 of the Code, and effective on such distribution date has elected to be classified as an S corporation.

## ARTICLE III.

### REPRESENTATIONS AND WARRANTIES OF NEOTERIC

Neoteric hereby represents and warrants to SpinCo as follows:

3.1 Organization. Neoteric is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado.

3.2 Authorization. The Transaction Documents have been duly authorized executed and delivered by Neoteric. Assuming the due authorization of the Transaction Documents by SpinCo and Holdings, the Transaction Documents constitute valid and legally binding obligations of Neoteric, enforceable against it in accordance with the terms set forth therein except (a) as limited by applicable bankruptcy, insolvency,

reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.3 No Conflict or Violation. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation or default, under any order or any contract to which Neoteric is a party or by which Neoteric is bound.

3.4 Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of Neoteric in connection with the consummation of the transactions contemplated by this Agreement, except for the filing of the Certificate of Merger and Statement of Merger, which will have been filed as of the Closing.

#### ARTICLE IV.

##### REPRESENTATIONS AND WARRANTIES OF HOLDINGS

Holdings hereby represents and warrants to SpinCo as follows:

4.1 Organization. Holdings is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

4.2 Authorization. The Transaction Documents have been duly authorized executed and delivered by Holdings. Assuming the due authorization of the Transaction Documents by Neoteric and SpinCo, the Transaction Documents constitute valid and legally binding obligations of Holdings, enforceable against it in accordance with the terms set forth therein except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.3 No Conflict or Violation. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation or default, under any order or any contract to which Holdings is a party or by which Holdings is bound.

4.4 Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of Holdings in connection with the consummation of the transactions contemplated by this Agreement, except for the filing of the Certificate of Merger and Statement of Merger, which will have been filed as of the Closing.

4.5 Valid Issuance of Merger Consideration. The Merger Consideration, when issued and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer, other than restrictions on transfer under the LLC Agreement, as applicable, and applicable state and federal securities laws.

4.6 Tax Classification. Holdings has elected, or timely will elect, to be classified as an S corporation, effective prior to the Closing Date. Holdings has elected, or timely will elect, to treat Neoteric as a qualified subchapter S subsidiary, effective as of the date Neoteric becomes a 100% owned subsidiary of

Holdings. At no point has Holdings been classified as a “C corporation” within the meaning of Section 1361(a) of the Code.

## ARTICLE V.

### DEFINITIONS

5.1 Definitions. For purposes hereof, the following terms when used herein shall have the respective meanings set forth below:

“Code” means the Internal Revenue Code of 1986, as amended.

“Colorado Statute” means the Colorado Revised Statutes.

“Delaware Act” means the Delaware Limited Liability Company Act.

“Governmental Entity” means any court, regulatory or administrative agency or commission or other federal, state, county, local or other foreign governmental authority, instrumentality, agency or commission or quasi-public legal authority.

“Holdings Units” means membership units of Holdings, with the specific class of such units to be received by each such SpinCo Owner as Merger Consideration as set forth in the LLC Agreement.

“LLC Agreement” means the amended and restated limited liability company agreement of Holdings dated as of the date hereof.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“SpinCo Owner” means each of Peter G. LaFleche, Sam Maniaci and Jeffrey T. Sieglan.

“SpinCo Units” means membership units of SpinCo.

“Transaction Documents” means this Agreement, the Certificate of Merger, and the Statement of Merger.

## ARTICLE VI.

### MISCELLANEOUS

6.1 Governing Law; Dispute Resolution. This Agreement, and all claims that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution or performance of this Agreement, will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to conflict of laws rules to the extent such rules would require or permit the application of laws of another jurisdiction. The parties agree that any action based on, arising out of, or related to this Agreement or the transactions contemplated by this Agreement will be brought in the Delaware Court of Chancery (or, only if such court declines to accept jurisdiction over a particular matter, then in the United States District Court for the District of Delaware or, if jurisdiction is not then available in the United States District Court for the District of Delaware (but only in such event), then in any court sitting in the State of Delaware in New Castle County) and any appellate court from any such courts (the “Chosen Courts”), and each of the parties irrevocably submits to

the exclusive jurisdiction of the Chosen Courts with respect to any such action and agrees not to bring any such action in any other court.

6.2 Entire Agreement, Modification and Waiver. This Agreement, together with the other Transaction Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes any and all prior understandings, written or oral, among the parties, or any of them, with regard to the subject matter hereof and thereof. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by each of the parties. No waiver of any of the provisions of this Agreement will be deemed to be or will constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

6.3 Amendment. This Agreement may not be modified or amended except with the prior written approval of each of the parties hereto.

6.4 Assignment. This Agreement and the parties' respective rights and obligations hereunder may not be assigned by any party without the prior written consent of the other parties. Any attempted assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon any successors or permitted assigns of the parties.

6.5 Severability. If any provision of this Agreement or the application of any provision of this Agreement to any party or circumstance is, to any extent, adjudged invalid or unenforceable, then the application of the remainder of such provision to such party or circumstance, the application of such provision to other parties or circumstances, and the application of the remainder of this Agreement will not be affected thereby.

6.6 Counterparts. This Agreement may be executed and delivered (including by facsimile or PDF transmission) in multiple counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

6.7 Notices. Any notice, request or demand desired or required to be given hereunder shall be in writing given by personal delivery, confirmed facsimile or email transmission or overnight courier service, in each case addressed to such other address as any party shall have previously designated to the other parties. The effective date of any notice, request or demand shall be the date of personal delivery, the date on which successful facsimile or email transmission is confirmed or the date actually delivered by a reputable overnight courier service, as the case may be, in each case properly addressed as provided herein and with all charges prepaid.

6.8 Headings. The headings and captions used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

6.9 Rules of Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, then this Agreement will be construed as drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include", "including" and "or" mean without limitation by reason of enumeration. Any reference to the singular in this Agreement will also include the plural and vice versa.

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

**NEOTERIC BEAUTY HOLDINGS, LLC**

DocuSigned by:  
*Peter LaFleche*  
By: \_\_\_\_\_  
9DAAC3080C324E9...

Name: Peter LaFleche

Title: Chief Executive Officer

**NEOTERIC COSMETICS, INC.**

DocuSigned by:  
*Peter LaFleche*  
By: \_\_\_\_\_  
9DAAC3080C324E9...

Name: Peter LaFleche

Title: Chief Executive Officer

**JHIRMANE, LLC**

DocuSigned by:  
*Peter LaFleche*  
By: \_\_\_\_\_  
9DAAC3080C324E9...

Name: Peter LaFleche

Title: Chief Executive Officer

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]