## 900260375 07/11/2013

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aderans Co. Ltd.		12/31/2012	CORPORATION: JAPAN

### **RECEIVING PARTY DATA**

Name:	Emminence, LLC		
Street Address:	5130 N. St. Road 7		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33319		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		

# PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	4206506	SIMPLICITY	
Serial Number:	85729785	SIMPLICITY	
Registration Number:	4129286	SIMPLICITY GRAFTS	

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 954 925 1100

Email: office@patentusa.com

Correspondent Name: Lerner Greenberg Stemer LLP

Address Line 1: P.O. Box 2480

Address Line 4: Hollywood, FLORIDA 33022-2480

ATTORNEY DOCKET NUMBER:	X-LUBA
NAME OF SUBMITTER:	WERNER H. STEMER

TRADEMARK REEL: 005067 FRAME: 0423

0P \$90 00 4206

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Signature:	/WERNER H. STEMER/	
Date:	07/11/2013	
Total Attachments: 5 source=Assignment-Emminence#page1.tif source=Assignment-Emminence#page2.tif source=Assignment-Emminence#page3.tif source=Assignment-Emminence#page4.tif source=Assignment-Emminence#page5.tif		

#### ASSIGNMENT OF TRADEMARKS

This Agreement is entered into as of December 31, 2012 by and between, Emminence, LLC (a limited liability company of the State of Florida) having an address and a principal place of business at 5130 North State Road 7, Fort Lauderdale, Florida 33319, (hereinafter "Assignee"), and Aderans Co. Ltd. (a corporation of Japan) having an address and a principal place of business at 13-4 Araki-Cho Shinjuku-Ku Tokyo Japan 160-007 (hereinafter "Assignor"). The Parties hereby expressly represent and warrant that the above-named parties represent all of the appropriate and necessary parties to fully effectuate the purposes and intent of this Agreement.

WHEREAS, Assignor has adopted, used and is using the trademarks set out in Appendix A attached hereto, in interstate and/or international commerce in respect of the goods and services described therein, (the "Marks"); and

WHEREAS, Assignor represents and warrants that it has made use of the Marks in respect of the goods and services set out in Appendix A since at least as early as the dates recited in the corresponding certificates of registration; that it is the sole and exclusive owner of the Marks; that the Marks are subsisting, valid and in full force; that it has not assigned or otherwise transferred or subrogated any interest in or to the Marks; that it is aware of no other person, firm, corporation or association that or who has the right to use the Marks in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion, or to cause mistake, or to deceive; that it has periodically, since the date of first use of the Marks, conducted searches and/or investigations to determine whether or not there were any other such uses and has determined to its own satisfaction that there are not, and that all facts and details pertaining to the Marks as set out in Appendix A hereto, and in any application for or registration of the Marks are true and correct; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to said Marks and the good will of the business symbolized by the Marks and the exclusive right to use the Marks, and all applications therefor and registrations thereof worldwide; and

WHERAS, Assignor desires to assign and convey same to Assignee, retaining no right or interest

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in the Marks and no right to use the Marks, or any variation of the Marks, in any manner or form, alone or in combination with other words, terms, symbols or devices, whether as a trademark, trade name, business or corporate name, domain name, Internet address, email address or otherwise.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks.

Assignor agrees to execute any other or further documents as may be necessary to fully effectuate the intent of this Agreement.

The execution of this Agreement is free and voluntary. Assignor acknowledges that it has been given ample opportunity to consult counsel and that it has either had the advice of counsel of its choice or that it knowingly and voluntarily waives the right to do so.

This Agreement shall inure to the benefit of the Parties and shall be binding on the assignees, beneficiaries, representatives and successors of the parties to this Agreement.

	Assignor By: 4 Hand	
	Name: Misaki Shimaden	
	Name: Misalci Shimader Title: Executive Officer	
State of California		
County of Los Angeles		
The foregoing instrument was acknowledged before	me this, day of	by
WITNESS my hand and official seal, this My Commission Expires:  (Signature of No		
□Produced Identification		
Type of Identification Produced:	(Print, Type or Stamp Commissioned Name of Notary Public)	
□ DID take oath	•	
□ DID NOT take oath		
	COMMISSION NUMBER	
Lee attacked notar Smil Saman Notary Publi	ial ecclificate	

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State of California	
County of Les Angeles  On Mar 31, 3012 before me, Empersonally appeared Meilaki	}
County or Severages	
On 14 31, 30/2 before me, Em	My Damania, Notary Public,
Date	Here Insert Name and Title of the Officer
personally appeared your specific speci	Name(s) of Signer(s)
	who proved to me on the basis of satisfactory
	evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
	to me that he/she/they executed the same in
	his/her/their- authorized capacity(ies), and that by
	his/her/their signature(s) on the instrument the
	person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
EMILY DAMANIA	porconip) data, oxodata ina maramani.
Commission # 1830732	I certify under PENALTY OF PERJURY under the
Notary Public - California Los Angeles County	laws of the State of California that the foregoing
My Comm. Expires Jan 27, 2013	paragraph is true and correct.
	WITNESS my hand and official seal.
	$\alpha$
	Signature: hule emanca
Place Notary Seal Above	IONAL signature of Notary Public
Though the information below is not required by l	law, it may prove valuable to persons relying on the document
•	and reattachment of this form to another document.
Description of Attached Document	at A. Je ad mache
Title of Type of Document.	ent of Jeodemarks  Number of Pages: 2+appens
	• •
Signer(s) Other Than Named Above:	ne
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Misaki Shima	da Signer's Name:
Corporate Officer — Title(s): Cleaner Of	Zelly □ Corporate Officer — Title(s):
Individual FIGHT THUMBPR OF SIGNER	Individual   RIGHTHUMBPRINT   OFSIGNER
Top of thumb h	ere   Hartner - Li Limited   General   Top of thumb here
Trustee	Attorney in Fact
L. Guardian or Conservator	Guardian or Conservator
Other:	Other:
L. Culet.	_/ UIIII.
Signer Is Representing:	Signer's Name:  Corporate Officer — Title(s):  Individual  Partner — Limited General  Attorney in Fact  Guardian or Conservator  Other:  Signer Is Representing:  1-800-876-6827)
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# APPENDIX A

# To **Assignment of Trademarks**Dated: <u>December 31, 2012</u>

Mark	Country	Reg. No.	Reg. Date	Goods/Services
SIMPLICITY	US	4,206,506	9/11/2012	Add-in and add-on hair accessories, namely, artificial hair constructed primarily of human hair
SIMPLICITY GRAFTS	US	4,129,286	4/17/2012	False hair; wigs; hairpieces; toupees; add-in and add-on hair accessories, namely, artificial hair constructed primarily of synthetic and/or human hair; add-in and add-on hair accessories, namely, plaited hair constructed primarily of synthetic and/or human hair; add-in and add-on hair accessories, namely, tresses of hair constructed primarily of synthetic and/or human hair; false beards; false moustaches; hair accessories, namely, top-knots; hair coloring caps; hair curling pins
SIMPLICITY	US	85/729,785 (pending)	N/A	Hair extension removers
SIMPLICITY	Europe (CTM)	009225244	11/25/2010	False hair; Wigs; Hairpieces; Toupees; Artificial hair; Plaited hair; Tresses of hair; Ribbons for the hair; False beards; False moustaches; Hair bands; Barrettes; Hair nets; Hair ornaments; Hair pins; Top-knots; Bows for the hair; Hair curlers [other than hand implements], non-electric; Hair coloring caps; Hair curling pins; Hair grips [slides]; Elastic Ribbons
SIMPLICITY GRAFTS	Europe (CTM)	009225772	11/29/2010	False hair; Wigs; Hairpieces; Toupees; Artificial hair; Plaited hair; Tresses of hair; Ribbons for the hair; False beards; False moustaches; Hair bands; Barrettes; Hair nets; Hair ornaments; Hair pins; Top-knots; Bows for the hair; Hair curlers [other than hand implements], non-electric; Hair coloring caps; Hair curling pins; Hair grips [slides]; Elastic Ribbons
SIMPLICITY	Japan	5376599	12/17/2010	Class 026, Similar Group Codes16A02 16B01 21A01 21A02 21A03 21B01
SIMPLICITY GRAFTS	Japan	5368939	11/19/2010	Class 026, Similar Group Codes16A02 16B01 21A01 21A02 21A03 21B01 21F01
SIMPLICITY	Korea	4009149600000	4/10/2012	Class 026, Similar Group Codes G120402, G4902, G4510B, G4509A, G120401

Mark	Country	Reg. No.	Reg. Date	Goods/Services
SIMPLICITY GRAFTS	Korea	4009149610000	4/10/2012	Class 026, Similar Group Codes G120402, G4902, G4510B, G4509A, G120401
SIMPLICITY	Singapore	T1008756A	7/9/2010	False hair; wigs; hairpieces; toupees; artificial hair; plaited hair; tresses of hair; hair ribbons; false beards; false moustaches; hair bands; barrettes [hair slides]; hair nets; hair ornaments; hair pins; topknots [PomPoms]; bows for the hair; hair curlers [other than hand implements], non-electric; hair coloring caps; hair curling pins; hair grips [slides]; elastic ribbons.
SIMPLICITY GRAFTS	Singapore	T1008757Z	7/9/2010	False hair; wigs; hairpieces; toupees; artificial hair; plaited hair; tresses of hair; hair ribbons; false beards; false moustaches; hair bands; barrettes [hair slides]; hair nets; hair ornaments; hair pins; topknots [PomPoms]; bows for the hair; hair curlers [other than hand implements], non-electric; hair coloring caps; hair curling pins; hair grips [slides]; elastic ribbons
SIMPLICITY	Taiwan	01461576	6/16/2011	Class 026, Similar Group Codes 2603, 2605
SIMPLICITY	Canada	TMA819296	3/7/2012	Wigs, hairpieces, toupees, hair extensions, hair falls, hair accessories, hair ornaments, hair clips, hair pins, hair ribbons
SIMPLICITY	Canada	1589747 (pending)	N/A	Hair extension removers