

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308663

<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>
B.P. SALES & MARKETING CONSULTANTS, INC.		06/20/2014	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	S.F. & B. COLORMATES CORP.		
<b>Street Address:</b>	1578 S. Archibald Avenue		
<b>City:</b>	Ontario		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91761		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85875170	COLORMATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9094685020		
<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>	9095634987		
<b>Email:</b>	chen.patentlaw@gmail.com		
<b>Correspondent Name:</b>	Che-Yang Chen		
<b>Address Line 1:</b>	3333 S. Brea Canyon Rd., Suite 213		
<b>Address Line 4:</b>	Diamond Bar, CALIFORNIA 91765		
<b>ATTORNEY DOCKET NUMBER:</b>	LSN0008UTM		
<b>NAME OF SUBMITTER:</b>	Che-Yang Chen		
<b>SIGNATURE:</b>	/Che-Yang Chen/		
<b>DATE SIGNED:</b>	06/25/2014		
<b>Total Attachments: 4</b>			
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OP \$40.00 85875170

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Agreement") is made and entered into effective as of June 20, 2014, by and between B.P. SALES & MARKETING CONSULTANTS, INC., a Florida corporation, having an office and principal place of business at 4152 Proctor Road, Sarasota, Florida 34233 ("Assignor"), and S.F. & B. COLORMATES CORP., a California corporation, having an office and principal place of business at 1578 S. Archibald Avenue, Ontario, California 91761 ("Assignee").

### RECITALS

WHEREAS, Assignor owns the trademark for the Word Mark "COLORMATES" for all colored cosmetic category groups, as well as nail/foot implements, eyelashes, and cosmetic brushes, as registered with the United States Patent and Trademark Office under Serial Number 76233635 and Serial Number 85875170 (collectively the "Trademark"); and

WHEREAS, Assignee and Assignor have entered into that certain Trademark Purchase and Sale Agreement in which Assignee agreed to acquire from Assignor and Assignor agreed to assign to Assignee said Trademark;

NOW THEREFORE, for and in consideration of the trademark, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Recitals. Assignor and Assignee agree that the Recitals above are incorporated into this Agreement.
2. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark. With respect to any filed trademark set forth above, the Commissioner of Patents and Trademarks is requested to issue the certificate of registration of such trademarks to Assignee and accept this Agreement as the requisite legal documentation to effectuate the transfer. Assignee shall be solely responsible for all costs and expenses necessary to effectuate the transfer.
3. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have twenty five (25) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said twenty five (25) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the non-breaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.
4. Third Party Infringement. Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before governmental agencies which involve in any way validity of, title to, or infringement of the Trademark.

5. Miscellaneous.

5.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

5.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Florida.

5.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or mailed (overnight delivery or certified or registered mail, postage prepaid, return receipt requested), and addressed to the respective corporations at its principal place of business as set forth in this Agreement, or to such other address as either party shall designate in a notice to the other given as provided herein.

5.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives.

5.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

5.6 Incorporation of Agreement for Trademark Purchase and Sale Agreement. That certain Trademark Purchase and Sale Agreement is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said agreement was included within the body of this Agreement.

5.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

5.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

[signatures on the following pages]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

WITNESSES:

Signature: *Nancy Robbins*  
Print Name: \_\_\_\_\_

Signature: *Eileen M. Pennington*  
Print Name: Eileen M. Pennington

ASSIGNOR:

**B.P. SALES & MARKETING  
CONSULTANTS, INC.,**  
a Florida corporation

By: *Robert D. Plummer*  
Robert D. Plummer, President

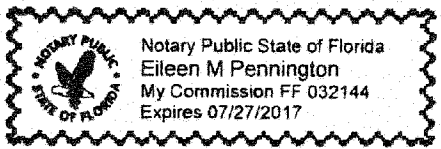
STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn and acknowledged before me this 20th day of June, 2014, by Robert D. Plummer, as President of B.P. SALES & MARKETING CONSULTANTS, INC., a Florida corporation,  
\_\_\_\_ who is personally known to me,  
\_\_\_\_ who produced \_\_\_\_\_ as identification,  
and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him by said corporation.

*Eileen M. Pennington*  
Signature

Eileen M. Pennington  
Print Name

NOTARY PUBLIC - STATE OF FLORIDA  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



WITNESSES:

Signature: *Nancy Robbins*  
Print Name: \_\_\_\_\_

**Nancy Robbins**

Signature: *Eileen M. Pennington*  
Print Name: *Eileen M. Pennington*

ASSIGNEE:

**S.F. & B. COLORMATES CORP.,**  
a California corporation

By: *Kevin Guor*  
Kevin Guor, Chairman

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn and acknowledged before me this 20<sup>th</sup> day of June, 2014, by Kevin Guor, as Chairman of S.F. & B. COLORMATES CORP., a California corporation,  
\_\_\_\_ who is personally known to me,  
 who produced Driver's License as identification,  
and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him by said corporation.

*Eileen M. Pennington*  
Signature

*Eileen M. Pennington*  
Print Name  
NOTARY PUBLIC - STATE OF FLORIDA  
Commission No. \_\_\_\_\_  
My Commission Expires:

