

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perfekt Beauty, Inc.		12/30/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Perfekt Beauty Holdings, LLC		
Street Address:	5673 Selmaraine Drive		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90230		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3383803	PER-FÉKT	
Registration Number:	4573963	PER-FÉKT BEAUTY	
Registration Number:	3383804		
Registration Number:	4635451	SMART COLOR CORRECTOR TECHNOLOGY	
Registration Number:	3436683	WHY LOOK GOOD WHEN YOU CAN LOOK PER-FÉKT	
Serial Number:	86411650	SMART COLOR GEL TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			
Phone:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	946725		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/08/2016		

CH \$165.00 3383803

Total Attachments: 4

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of this 30th day of December, 2015, by **PERFEKT BEAUTY, INC.**, a California corporation with its principal place of business at 717 N. Cahuenga Blvd., Studio B2, Hollywood, CA 90038 ("*Assignor*"), to **PERFEKT BEAUTY HOLDINGS, LLC**, a Delaware limited liability company with its principal place of business at 5673 Selmaraine Dr., Culver City, CA 90230 ("*Assignee*"), with reference to the following facts:

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 30, 2015 (the "*Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Marks*").


NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of this 30th day of December, 2015

PERFEKT BEAUTY, INC.

By: 
Richard Anderson, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

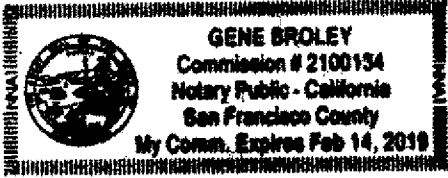
On Dec 30th, 2015 before me, Gene Broley, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard Anderson
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SCHEDULE A

REGISTERED SERVICEMARKS AND TRADEMARKS

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
Per-fekt	3383803	February 19, 2008
Per-fekt Beauty	4573963	July 29, 2014
Flower Logo	3383804	February 19, 2008
Smart Color Corrector Technology	4635451	November 11, 2014
Why Look Good When You Can Look Per-fekt	3436683	May 27, 2008

UNREGISTERED SERVICEMARKS AND TRADEMARKS

Servicemark or Trademark	Description
None	

PENDING SERVICEMARK OR TRADEMARK APPLICATIONS

Servicemark or Trademark	Application Date	Application Number
Smart Color Gel Technology	October 1, 2014	86411650

TRADE NAMES

Tradename	Description
None	