

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433083

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 Holdings LLC		06/21/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Synergy CHC Corp.		
Street Address:	865 Spring Street		
City:	Westbrook		
State/Country:	MAINE		
Postal Code:	04092		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5210890	ALL-IN-ONE INSTASUN	
Serial Number:	87077833	DOUBLE PRIME	
Registration Number:	3383804		
Serial Number:	87077802	LOVED BY MOMS TO MAKE-UP ARTISTS	
Serial Number:	87077783	P.A.T. PER-FEKT APPLICATION TECHNIQUE	
Registration Number:	3383803	PER-FÉKT	
Registration Number:	4573963	PER-FÉKT BEAUTY	
Registration Number:	5046112	SMART COLOR GEL TECHNOLOGY	
Registration Number:	4635451	SMART COLOR CORRECTOR TECHNOLOGY	
Serial Number:	87077854	WE PERFECTED THE 3-WAY	
Registration Number:	3436683	WHY LOOK GOOD WHEN YOU CAN LOOK PER-FÉKT	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<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:	9197814000		
Email:	ip@wyrick.com		
Correspondent Name:	Devon E. White		
Address Line 1:	4101 Lake Boone Trail		
Address Line 2:	Suite 300		

OP \$290.00 5210890

TRADEMARK

Address Line 4: Raleigh, NORTH CAROLINA 27607

NAME OF SUBMITTER: Devon E. White

SIGNATURE: /DEW/

DATE SIGNED: 06/29/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*IP Assignment*”), is entered into effective as of June 21, 2017 (the “*Effective Date*”), by and between Perfekt Beauty Holdings LLC, a Delaware limited liability company (“*Assignor*”) and Synergy CHC Corp., a Nevada corporation (“*Assignee*”).

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement by and among Assignor, Assignee and the other parties thereto, dated as of the Effective Date (the “*Purchase Agreement*”), Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), including specifically but without limitation the Purchased Assets set forth on Schedule A attached hereto.

NOW THEREFORE, for and in consideration of the premises and promises herein expressed, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Subject and pursuant to the terms and conditions of the Purchase Agreement (which is hereby incorporated by reference as if fully set forth herein), Assignor hereby assigns, transfers and conveys to Assignee and Assignee hereby accepts all of its right, title and interest, if any, in and to the Purchased Assets set forth on Schedule A hereto, and Assignee accepts such assignment. Each of the parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this IP Assignment, and, to the extent there shall arise a conflict between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

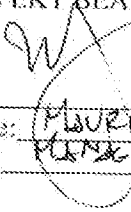
1. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflicts of laws principles. Finally, this IP Assignment shall not be modified, amended or changed in any respect except in writing duly signed by Assignor and Assignee.
2. Assignor authorizes the appropriate governmental officials to record and register this IP Assignment upon request by Assignee. Assignor, at Assignee’s expense, shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Purchased Assets are properly assigned to Assignee, or any assignee or successor thereto.
3. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment Agreement effective as of June _____, 2017.

ASSIGNOR:

PERFEKT BEAUTY, LLC

By: 
Name: Maurice Fisson
Title: PERFECT BEAUTY MEMBER

ASSIGNEE:

SYNERGY CHC CORP.

By: _____
Name: Jack Ross
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment Agreement effective as of June 21, 2017.

ASSIGNOR:

PERFEKT BEAUTY, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

SYNERGY CHC CORP.

By: _____
Name: Jack Ross
Title: President and Chief Executive Officer

SCHEDULE A

PURCHASED ASSETS

PERFEKT BEAUTY HOLDINGS, LLC

I. U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

<u>MARK</u>	<u>REG./SER.</u>	<u>STATUS</u>	<u>IDENTIFICATION OF CLASS/ GOODS</u>
1. ALL-IN-ONE INSTASUN	5210890	REGISTERED	Cl. 3 - Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparations
2. DOUBLE PRIME	87077833	S/U DUE: 10/4/17	Cl. 3 - Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparations
3. FLOWER LOGO	3383804	REGISTERED	Cl. 3 - Cosmetics; foundation skin treatment gel lotion, lip skin treatment gel, eye skin treatment gel body skin treatment gel, lash treatment gel, brow treatment gel.
4. LOVED BY MOMS TO MAKEUP ARTISTS	87077802	S/U DUE: 7/3/17	Cl. 3- Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparations
5. P.A.T. PER-FEKT APPLICATION TECHNIQUE	87077783	PUBLISHED	Cl. 3- Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparations
6. PER-FEKT	3383803	REGISTERED	Cl. 3 - Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparations
7. PER-FEKT BEAUTY	4573963	REGISTERED	Cl. 3 - Cosmetics; foundation skin treatment gel lotion, lip skin treatment gel, eye skin treatment gel body skin treatment gel, lash treatment gel, brow treatment gel.
8. SMART COLOR CORRECTOR TECHNOLOGY	5046112	REGISTERED	Cl. 3 - Cosmetic preparations for skin care, cosmetics and make-up
9. SMART COLOR GEL TECHNOLOGY	5046112	REGISTERED	CL. 3 – Make-up for the face and body
10. WE PERFECTED THE 3-WAY	8777854	S/U DUE: 10/3/17	Cl. 3- Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparation
11. why look good when you can look per-fekt	3436683	REGISTERED	Cl. 3 - Cosmetics; make-up, make-up removing preparations; non-medicated skin and nail care preparation

II. INTERNATIONAL TRADEMARKS IN THE NAME OF "RICHARD ANDERSON" TO BE ASSIGNED TO PERFEKT BEAUTY HOLDINGS LLC:

<u>MARK</u>	<u>REG./SER.</u>	<u>STATUS</u>	<u>IDENTIFICATION OF CLASS/ GOODS</u>
1. PER-FEKT	1076949	REGISTERED	CL. 3 – Cosmetics including foundation skin treatment gel lotion, lip skin treatment get, eye skin treatment gel, body skin treatment gel, treatment gel, ash treatment gel, brow treatment gel
2. PER-FEKT & FLOWER LOGO	008275786	REGISTERED	CL. 3 - Soaps, perfumes and cosmetics, lotions Cl. 5 - Medicated lotions Cl. 35 - Retailing and electronic retailing services in the field of perfumery and cosmetics