

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM551605

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nai International Group, Inc.		11/07/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Salon.com LLC		
Street Address:	6941 Kassonta Dr.		
City:	Jamesville		
State/Country:	NEW YORK		
Postal Code:	13078		
Entity Type:	LLC - Corporation - DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88320448	YOSHIKO	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Robert E. Browne		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Robert E. Browne		
SIGNATURE:	/Robert E. Browne/		
DATE SIGNED:	12/02/2019		
Total Attachments: 7			
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TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT ("Trademark Assignment"), is entered into effective as of the 7th day of ~~November~~ ^{November} 2019 by and between Nai International Group, Inc a California corporation, with an address of 385 S Lemon Ave , Ste E319, Walnut , California 91789 ("Assignor"), in favor of The Salon.com LLC., a Delaware limited liability company, with an address of _6941 Kassonta Dr, Jamesville, New York 13078 ("Assignee"); Assignor and Assignee sometimes being collectively referred to herein as "the parties".

WHEREAS, Assignor, on behalf of itself and all persons and companies owned, controlled by or affiliated with Assignor, has agreed to sell and transfer to Assignee all of its right , title and interest in the trademark YOSHIKO and Assignee has agreed to purchase such right title and interest in said trademark from Assignor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor's right, title, and interest in and to the following:
 - (a) the trademark YOSHIKO in all forms and representations (the "Assigned Trademark"), including the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks provided that, with respect to the United States intent-to-use trademark application set forth on Schedule A hereto, the transfer of such application is represented by Assignor to be made subsequent to the filing of a valid Statement of Use of the Assigned Trademark in commerce in the United States;
 - (b) all rights of any kind whatsoever of Assignor in the Assigned Trademark accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office or applicable government office to record and register this Trademark Assignment upon request by Assignee. At any time or from

time to time after the date hereof, Assignor shall, at the request of Assignee and at Assignee's expense, execute and deliver any further instruments or documents and take all such further action as Assignee may reasonably request in order to evidence the consummation of this Trademark Assignment.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. Signatures to this Trademark Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Purchase Agreement. Assignor and Assignee agree that this Trademark Assignment is subject to the payment by Assignee of the purchase price set forth in Schedule B attached hereto which shall be paid by Assignee to Assignor as set forth on Schedule B. This Trademark Assignment shall be effective only upon payment of the purchase price by Assignee.

6. Representations and Warranties. Assignor and Assignee represent and warrant to each other that they are duly registered and validly existing under the laws of the states set forth above and that each has the full right, power, capacity and authority enter into this Trademark Assignment and undertake the respective obligations set forth herein. In addition, Assignor warrants and represents the following:

- a. Assignor is the owner of all rights in the Assigned Trademark and no other persons or entities own any rights therein;
- b. Assignor is not aware of any infringements of or challenges to its rights in or the validity, use or enforceability of the Assigned Trademark; and
- c. Assignor has not granted any licenses in or to or liens in the Assigned Trademark to others.

7. Governing Law. This Trademark Assignment and all claims or causes of action (whether at law, in contract, in tort or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Nai International LLC (Assignor)

By: [Signature]
Name: Barbara T. Choi
Title: President

Accepted by:

The Salon.com LLC (Assignee).

By: Carol Naggi
Name: Carol Naggi
Title: President

See attached
notarial certificate

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, the _____ of _____, a _____, on

behalf of said company. He/she is personally known to me or produced
_____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

SCHEDULE A

Trademark Registrations and Applications --

US Serial Number 88/320448 for the mark YOSHIKO, filed February 28, 2019 for : Non-medicated skin care preparations; Cosmetics, namely, creams, gels, lotions, milks and powders for the face, the body and the hands; Perfume; toilet water; non-medicated gels and salts for the bath and shower; Non-medicated sun care preparations and aftersun milks, gels and oils; essential oils for personal use; Make up- foundations; facial concealer; BB cream; Astringents for cosmetic purposes; skin moisturizer; facial cleanser; after shave; shaving balm; skin lotions; non-medicated soaps; hair shampoos; bath and shower foams and gels; body deodorants; non-medicated skin lotions for treatment of skin spots; sunscreen preparations and tanning cosmetics, namely, self-tanning milk, pre-sunning milk, anti-sun wrinkle creams, sunscreen cream, waterproof sunscreen, high protection sunscreen creams

SCHEDULE B

REDACTED

SCHEDULE B

... (b) (5) - DPP ...
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... (b) (5) - DPP ...

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA 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.

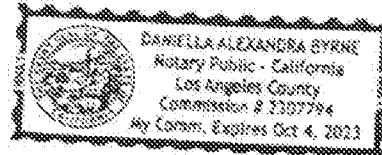
STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On 11-07-19 before me, Daniella Alexandra Byrne Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared Barbara T Choi
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 of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

revision date 01/01/2015