TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM672319

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ecoco, Inc.		09/04/2020	Corporation: ILLINOIS
Talyoni LLC		09/04/2020	Limited Liability Company: ILLINOIS
T.T. Beauty LLC d/b/a Master Well Comb		09/04/2020	Limited Liability Company: ILLINOIS
Ecoco Jax LLC		09/04/2020	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Estyle Corp, LLC
Street Address:	11650 Central Parkway
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32224
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1482968	KREW COMB
Registration Number:	2014350	ECOSTAR
Registration Number:	2556230	ECOSTYLER
Registration Number:	2309659	TRUE
Registration Number:	2298086	
Registration Number:	2373927	HIP GRIP
Registration Number:	3019448	VASSI
Registration Number:	3994133	
Registration Number:	4137882	PINHEAD
Registration Number:	4247533	EQUIPO LATINO
Registration Number:	4411560	BRAIDS RX
Registration Number:	4564697	K OYL
Registration Number:	4932740	INFUSE 'N CURL
Registration Number:	4744513	EL PATRÓN

Property Type	Number	Word Mark
Registration Number:	5161140	ECO STYLE
Registration Number:	6085883	E
Serial Number:	87679793	CALIFORNIA'S BEST
Serial Number:	88192406	TALYONI
Serial Number:	88802433	ECO
Serial Number:	88802515	ECO

CORRESPONDENCE DATA

Fax Number: 9142880023

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.

Phone: 9148213090

Email: tmdocket@leasonellis.com

Correspondent Name: Matthew L. Frisbee

Address Line 1: One Barker Avenue, Fifth Floor
Address Line 4: White Plains, NEW YORK 10601

NAME OF SUBMITTER:	Matthew L. Frisbee
SIGNATURE:	/Matthew L. Frisbee/
DATE SIGNED:	09/03/2021

Total Attachments: 10

source=Estyle Corp, LLC - Trademark Assignment Agreement [Executed]#page1.tif source=Estyle Corp, LLC - Trademark Assignment Agreement [Executed]#page2.tif source=Estyle Corp, LLC - Trademark Assignment Agreement [Executed]#page3.tif source=Estyle Corp, LLC - Trademark Assignment Agreement [Executed]#page4.tif source=Estyle Corp, LLC - Trademark Assignment Agreement [Executed]#page5.tif source=Estyle Corp, LLC - Trademark Assignment Agreement [Executed]#page6.tif source=Estyle Corp, LLC - Trademark Assignment Agreement [Executed]#page7.tif source=Estyle Corp, LLC - Trademark Assignment Agreement [Executed]#page8.tif source=Estyle Corp, LLC - Trademark Assignment Agreement [Executed]#page9.tif source=Estyle Corp, LLC - Trademark Assignment Agreement [Executed]#page9.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is effective as of September <u>4</u>, 2020, by and among (a)(i) Ecoco, Inc., an Illinois corporation ("<u>Ecoco</u>"), (ii) Talyoni LLC, an Illinois limited liability company ("<u>Talyoni</u>"), (iii) T.T. Beauty LLC d/b/a Master Well Comb Company, an Illinois limited liability company ("<u>Master Well Comb</u>"), and (iv) Ecoco Jax LLC, a Florida limited liability company ("<u>Ecoco Jax</u>" and together with Ecoco, Talyoni and Master Well Comb, "Assignors" and each, an "<u>Assignor</u>"), and (b) Estyle Corp, LLC, a Delaware limited liability company ("<u>Assignee</u>"). Assignor and Assignee are sometimes individually referred to herein as a "<u>Party</u>" and collectively as the "<u>Parties</u>."

- A. Assignors, Assignee and the other signatories thereto are parties to an Asset Purchase Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which, among other things, Assignors have agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept, and take from Assignors, the Marks (as defined below), together with the goodwill of the business connected with the use of, and symbolized by, the Marks. The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement.
- B. Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby agrees as follows:

- 1. Each Assignor does hereby assign to Assignee all of such Assignor's right, title, and interest in and to: (a) the trademarks set forth on Schedule 1 (the "Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Marks; (b) all rights of any kind whatsoever of such Assignor 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. Each Assignor acknowledges that, subsequent to the date hereof, such Assignor shall not claim to possess any right, title, or interest in or to such Marks and shall take no actions that would jeopardize the existence or enforceability of the Marks or Assignee's rights therein. Assignors will not adopt, use, register or seek to register any name or mark anywhere in the world that is identical to any of the Marks, or similar thereto, such that it could cause confusion, constitute a colorable imitation thereof, or suggest an association, sponsorship, and/or endorsement between Assignors and Assignee.
- 3. Each Assignor agrees to reasonably assist Assignee in every legal way to evidence, record, and perfect this Assignment and, if necessary, to register, enforce, maintain, and defend the assigned rights in the future. If Assignee is unable for any reason whatsoever to secure any Assignor's signature to any document it is entitled to under this Assignment, such Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of such Assignor, to execute

and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by such Assignor.

- 4. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of Assignors set forth in the Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement. This Assignment is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. Without limiting the foregoing, the Assignee acknowledges that the Assignors make no representations or warranties with respect to the Marks except as specifically set forth in the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.
- 5. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.
- 6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall become effective when duly executed and delivered by each Party. Counterparty signature pages to this Assignment may be delivered by facsimile or electronic delivery (e.g., by email of a PDF signature page) and each such counterpart signature page shall constitute an original for all purposes.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignors have executed this Assignment as of the date first written above.

ASSIGNORS:
ECOCO, INC., an Illinois corporation
Ву:
Name: Aaron Tirefn
Title: President
Title. Fresident
TALYONI LLC,
an Illinois limited liability company
8y:
Name: Aaron Wram
Title: Manager
A A A A A A A A A A A A A A A A A A A
T.T. BEAUTY LLC, an Illinois limited liability-company
an minois named habinis company
By:
Name: Aaron Tiram
Title: Manager
ECOCO JAX LLC,
a Florida limited liability company
The same of the sa
By:
Name: Aaron Zoam
Title: Manager
and the control of th

STATE OF Florida	}	SS:
COUNTY OF DIVID	ý	

on function 2020, before me, N. (All R. Vellett). Notary Public, personally appeared, 10.00 Train personally known to me, or who proved to me on the bases 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.

WITNESS my hand and official seal.

My commission expires: (2) (5) 26

NICOLE R. KELLEY

MY COMMISSION # GG 661514

EXPIRES: February 5, 2021

Sonded Thru Notary Public Underwriters

REEL: 007412 FRAME: 0804

SCHEDULE 1

SCHEDULE 1

MARKS

U.S. Trademarks and Trademark Applications (state and federal):

Есосо	Ecoco	Ecoco	Talyoni	Ecoco	Ecoco	Master Well Comb	Master Well Comb	Ecoco	
	Vassi	True	Talyoni	Pinhead	Melanin Booster	Master Well Comb	Krew Comb	K Oyl	
76698944	76614355	75328558	88192406	85299737	88828029	85834910	73681601	85621524	
8/13/2009	10/04/2001	7/22/1997	11/13/2018	4/20/2011	3/10/2020	1/29/2013	8/31/1987	5/10/2012	
3994133	3019448	2309659	-	4137882	-	4619409	1482968	4564697	
7/12/2011	11/29/2005	1/18/2000	1	5/8/2011	ı	10/14/2014	4/5/1998	7/8/2014	

SCHEDULE 1

Ecoco Ecoco Ecoco Ecoco 88784835 88802433 88802515 75571072 10/19/1998 2/4/2020 2/19/2020 2/19/2020 2298086 6085883 6/23/2020 12/7/1999

Internati

tional Trac	tional Trademarks and Trademark Applications:	urk Applications:				
Owner	Trademark	Jurisdiction	Serial Number	Filing Date	Registration No.	Registration Date
Ecoco	Eco Style	Angola	59055	2/8/2019	-	1
Ecoco	Eco Style	Australia	1991241	2/21/2019	1991241	2/21/2019
Ecoco	Eco Style	Chile	1320422	4/11/2019	1320422	8/6/2019
Ecoco	Eco Style	Ghana	3939/2019	2/22/2019	ı	ı
Ecoco	Eco Style	Kenya	99312	10/10/2017	1	ı
Ecoco	Eco Style	Mexico	2345050	3/17/2020		
Ecoco	Eco Style	Mozambique	34660/2017	10/10/2017	34660	3/28/2018
Ecoco	Eco Style	Nigeria	2017/120381	10/10/2017	ı	ı
Ecoco	Eco Style	South Africa	2017/29211	10/9/2017		

Ecoco	Ecoco	Ecoco	Ecoco	Есосо	Ecoco	Ecoco	Ecoco	Ecoco	Ecoco	Есосо	Есосо	Есосо	Ecoco	Ecoco	Есосо	Ecoco	Ecoco	Ecoco
- Tan	W.	W)	True	True	Pinhead	Pinhead	Pinhead	Equipo Latino	El Patron	El Patron	Ecostyler	Ecostyler	Ecostyler	Ecostyler	Ecostyler	Ecoco	Ecoco	Eco Style
Mozambique	Kenya	Angola	European Union (Community)	Brazil	Mexico	European Union (Community)	Canada	Mexico	Mexico	China	Thailand	Mexico	China	Canada	Angola	Mexico	Canada	Tanzania
40068/2020	110997	63430	660233	820348996	1174162	009933128	1,526,139	1193750	1763993	18374600	700154	603377	6830734	1,178,541	59097	603376	1,178,540	N/A
2/7/2020	2/12/2020	2/14/2020	10/23/1997	10/31/1997	4/28/2011	5/2/2011	4/28/2011	7/12/11	6/24/2016	11/19/2015	6/26/2008	5/30/2003	7/9/2008	5/21/2003	2/8/2019	5/30/2003	5/21/2003	1/10/2019
40068	ı	1	660233	820348996	1234561	009933128	TMA856,213	1257370	ı	18374600	TM306198	833557	6830734	TMA 672,538	1		TMA 740,358	TZ/T/2019/113
2/7/2020	ı	ı	7/9/2001	3/1/2011	8/23/2011	9/14/2011	7/25/2013	12/9/2011	ı	12/28/2016	10/29/2009	4/28/2004	4/21/2010	9/12/2006	ı		5/19/2009	1/10/2019

Ecoco	Ecoco	Ecoco	Ecoco	Ecoco
				B
Vietnam	Mexico	European Union (Community)	Canada	Nigeria
4-2010-03217	1139152	009242751	1,509,089	F/TM/O/2020/1678 38
2/22/2010	12/2/2010	7/13/2010	12/16/2010	2/7/2020
165178	1211674	12/24/2010	TMA 944,354	-
6/8/2011	4/13/2011	009242751	7/27/2016	-

RECORDED: 09/03/2021

Ecoco [Spike I	Ecoco [Spike I	Ecoco [Spike I	Ecoco [Spike I
[Spike Logo with Face]	[Spike Logo with Face]	[Spike Logo with Face]	[Spike Logo with Face]
Vietnam	Mexico	European Union (Community)	Canada
4-2010-03218	1139151	009242686	1,509,090
2/22/2010	12/2/1010	7/13/2010	12/16/2010
165179	1211673	00924686	TMA944,362
6/8/2011	4/13/2011	12/24/2010	7/27/2016