

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI111846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Overtone Haircare, Inc.		01/21/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Company Name:	Overtone Color, LLC		
Street Address:	5301 Wisconsin Avenue, Suite 570		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20015		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6274506	THE FADER	
Registration Number:	5543708	OVERTONE	
Registration Number:	5495534	OVERTONE	
Registration Number:	6284601	V	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043778105		
Email:	lbarnes@robinsonbradshaw.com		
Correspondent Name:	Lani Barnes Baxter		
Address Line 1:	101 North Tryon Street, Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	LANI BAXTER		
SIGNATURE:	LANI BAXTER		
DATE SIGNED:	03/21/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), dated as of January 21, 2022, is by and among **oVertone Haircare, Inc.**, an Arizona corporation located at 1801 Broadway, Suite 1440, Denver, CO 80202 (“Assignor”) and **oVertone Color LLC**, a Delaware limited liability company located at 5301 Wisconsin Avenue, Suite 570, Washington, DC 20015 (“Assignee”);

WHEREAS, Assignor is the sole owner of all right, title and interest in and to the trademarks, trademark registrations and applications set forth on the attached **Schedule A**, as well as all of the goodwill of the business symbolized thereby and associated therewith (the “Trademarks”);

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, pursuant to which Assignor has assigned, or agreed to assign, to Assignor certain assets of Assignor, including the Trademarks; and

NOW THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby irrevocably sells, contributes, assigns, transfers and delivers to Assignee all right, title and interest in and to the Trademarks, whether statutory or at common law, throughout the world, together with the goodwill of the business symbolized by the Trademarks, including with respect to any intent-to-use trademark applications set forth on **Schedule A**, Assignor’s business or that portion of the Assignor’s business to which such trademark pertains, and any royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing; along with the right to sue and recover for, and the right to profits, penalties, damages or other payments due or accrued arising out of or in connection with, any and all past, present and future infringements or dilution of or damage or injury to the Trademarks or such represented goodwill.

Assignor agrees to execute and deliver at the request of Assignee, and at Assignee’s cost and expense, all papers, instruments and assignments, and to perform other reasonable acts that Assignee may require in order to vest all Assignor’s right, title and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of such Assignor.

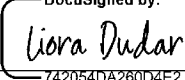
This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks being assigned hereby except as specifically set forth in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

This 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. A signed copy of this 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 Assignment.

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

OVERTONE HAIRCARE, INC.

DocuSigned by:

By: _____
Name: Lori (Liora) Dudar
Title: Co-President

By: _____
Name: Maegan Scarlett
Title: Co-President

OVERTONE COLOR LLC

By: _____
Name: Andrew Mueller
Title: Manager

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

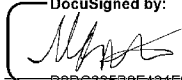
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By: _____

Name: Lori (Liora) Dudar

Title: Co-President

DocuSigned by:



By: _____

Name: Maegan Scarlett

Title: Co-President

OVERTONE COLOR LLC

By: _____

Name: Andrew Mueller

Title: Manager

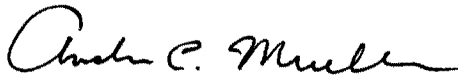
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OVERTONE HAIRCARE, INC.

By: _____
Name: Lori (Liora) Dudar
Title: Co-President

By: _____
Name: Maegan Scarlett
Title: Co-President

OVERTONE COLOR LLC

By: 
Name: Andrew Mueller
Title: Manager

Schedule A
Trademarks

US Trademark Registrations and Applications:

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
THE HYDRATOR	90564106	Mar 6, 2021		
V	88796821	Feb 13, 2020	6284601	Mar 2, 2021
THE FADER	88796832	Feb 13, 2020	6274506	Feb 16, 2021
OVERTONE	87476194	June 6, 2017	5543708	Aug 21, 2018
OVERTONE	87477022	June 6, 2017	5495534	June 19, 2018

International Trademark Registrations:

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date
OVERTONE	WIPO	1597148	Apr 1, 2021	1597148	Apr 1, 2021
OVERTONE	EM	1597148	Apr 1, 2021	1597148	Apr 1, 2021
OVERTONE	GB	1597148	Apr 1, 2021	1597148	Apr 1, 2021