

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2913680

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BARBARA LAMPUGNALE	06/17/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GRACE BEAUTY CORP
<b>Street Address:</b>	25 BELKNAP RD
<b>City:</b>	WEST HARTFORD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06117
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13691935
Application Number:	13358616
Application Number:	12460483
Application Number:	12976496
Application Number:	11035204
Patent Number:	8322352
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	6179999859
<b>Email:</b>	scaprara@caprara-law.com
<b>Correspondent Name:</b>	STEFANO CAPRARA
<b>Address Line 1:</b>	179 GREAT ROAD STE 212
<b>Address Line 4:</b>	ACTON, MASSACHUSETTS 01720
<b>ATTORNEY DOCKET NUMBER:</b>	G003
<b>NAME OF SUBMITTER:</b>	STEFANO G. CAPRARA, ESQ.
<b>SIGNATURE:</b>	/sc/
<b>DATE SIGNED:</b>	06/25/2014
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>	

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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of June, 2014 (the "Effective Date") by and between GRACE BEAUTY CORP, a Delaware corporation located at 25 Belknap Rd, West Hartford Ct 06117 (hereinafter referred to as "Buyer"), and BARBARA LAMPUGNALE, an individual residing at 25 Belknap Rd, West Hartford Ct 06117 (hereinafter referred to as "Seller").

### WITNESSETH:

WHEREAS, Seller has developed certain technology associated with the cosmetics industry, including an all-in-one nail care product known as Nail Pak (the "Business"):

WHEREAS, upon the terms and conditions hereinafter set forth, Buyer desires to purchase, and Seller desires to sell all Seller's assets related to the Business.

NOW, THEREFORE, for and in consideration of the mutual benefits and advantages accruing to each party, and other good and valuable consideration, the receipt of which is hereby acknowledged the undersigned solemnly covenant, agree and contract as follows:

1. Purchase and Sale. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, all of the tangible and intangible assets of Seller used in connection with the Business (the "Assets"), as more fully described below:

- i) all customer and employee lists;
- ii) all promotional and advertising materials and all website materials;
- iii) all tangible assets whether owned or leased, including, without limitation, all inventory, molds, casts, instruments, tools, equipment, computers, vehicles, supplies, office equipment, and all fixtures and improvements;
- iv) intellectual property, including, trade and service names, domain names, alternate names, trademarks, service marks, copyrights, patents, and all applications and registrations with respect to any of the foregoing, including, but not limited to, USPTO U.S. application and/or Patent Number; 13/691,935; 8,322,352; 13/358,616; 12/460,483; 11/035,204, and all other USPTO patents and/or applications or registrations now owned or after acquired by the Seller;
- v) all intangible assets, including, without limitation, the Seller's rights under all documents, instruments, agreements, contracts, software, licenses, leases, authorizations, permits and commitments, to the extent assignable and to the extent assumed by Buyer, including,

without limitation, any and all of the Seller's existing non-competition and non-solicitation agreements that allow Buyer to enjoin the other parties to such agreements from competing with the Business;

vi) all telephone and facsimile numbers, electronic mail addresses and passwords used in conduct of the Business; and

vii) all other assets and property of the Seller used or held for use in connection with the Business, including, without limitation, accounts receivable, cash, goodwill and going concern value of the Business.

2. Purchase Price/Allocation of Basis. The purchase price for the Assets being purchased hereunder shall equal:

- a) Cash Payment. The amount indicated as Seller Cash Payment as calculated under Exhibit A attached hereto.
- b) Stock Grant. Buyer shall grant to the Polished2Perfection, LLC, 1,000 shares of common stock of the Buyer.

3. Payment of Purchase Price.

- a) The Cash payment, if any, shall be due and payable to the Seller once all Initial Expenses, other than the Seller Cash Payment ("Other Initial Expenses"), as listed under Exhibit A, have been incurred and fully paid by the Buyer and said amount is approved by both Buyer and Seller by signature under Exhibit A.
- b) The Stock Grant shall be granted contemporaneously with the parties entering into this Agreement and a certain Stock Grant Agreement.

4. Transfer Documents. Seller shall, on the Effective Date, convey, transfer and assign to Buyer by quitclaim deed, bill of sale, assignment or other appropriate instruments in form and substance reasonably satisfactory to Buyer and its counsel such Assets as are described in Section 1 hereof. Seller shall also, upon request of Buyer, execute such other documents as may be commercially reasonably required in order to make effective the sale and transfer of Seller's Assets as therein provided to vest fully in Buyer the title thereto and to otherwise effectuate the purposes of this Agreement.

5. Seller's Representations and Warranties. Seller hereby represents and warrants that:

- a) Seller is the sole owner of and has the full right and authority to sell the Assets to be transferred hereunder, all of which are free and clear of any and all debts, claims, mortgages, liens, judgments, guarantees, security agreements and other encumbrances equities or restrictions on transfer except or disclosed hereinafter in this Agreement, and

- b) Seller's ownership or transfer of the Assets has not nor will not be in violation of any existing or contract, proposed law, rule or regulation.

6. Miscellaneous.

- a) Except as otherwise provided for herein, each of the parties hereto shall pay its own expenses in connection with the transactions contemplated by this Agreement.
- b) The parties hereto agree to execute and deliver all such further instruments and take such other further action as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the intention the parties as expressed herein.
- c) This instrument contains the entire Agreement between the parties hereto with respect to the transactions contemplated herein. The parties hereto expressly agree that this Instrument supersedes and rescinds any prior written agreement between them pertaining to the sale of the Assets. This Agreement may not be amended, modified or discharged orally or otherwise than in writing, executed by all the parties hereto or the respective successors or assigns.
- d) This Agreement and the transactions and other instruments provided for herein shall be governed as to their validity, interpretation and effect by the laws of the State of Delaware, without regard to conflict of laws principals.
- e) Nothing herein shall be construed as an agreement by Buyer to assume any contract to which Seller is a party or to hire any person currently employed by Seller in conjunction with the operation of the Assets.
- f) All covenants shall be binding upon and shall extend to the heirs, personal representatives, successors and assigns of the parties.
- g) In the event any term, condition, covenant or agreement herein shall be deemed or declared to be invalid or unenforceable by any court of competent jurisdiction, such invalid or unenforceable term, etc., shall be severed from the remaining valid terms of this Agreement and shall not affect the validity or enforceability of such valid terms.

*[Signature Page Follows]*

IN WITNESS WHEREOF the parties have caused this agreement to be duly executed on this the 11 day of June, 2014.

**BARBARA LAMPUGNALE**

*Barbara J. Lampugnale*

**GRACE BEAUTY CORP**

By: *Barbara J. Lampugnale*  
Name: Barbara Lampugnale  
Title: President

By: *Carlo LiVolsi*  
Name: Carlo LiVolsi  
Title: Chairman of the Board

**PATENT**

**REEL: 033177 FRAME: 0331**

**EXHIBIT A**

**ESTIMATE OF ANTICIPATED INITIAL EXPENSES**

Item	Estimated Amount	Description
Mold Rite/Tiherington Mfg	\$ 20,000.00	2 Molds, plastic cups seal
New High Glass	\$ 10,000.00	1 mold, Glass bottles
Diamond Wipes Remover	\$ 6,500.00	Product for cups, pads and
Mold Makers	\$ 1,200.00	Make molds for cup and seal
Alix, Yale, Ristas: Patent Attorney	\$ 7,500.00	Ongoing
Mayo Crowe Business Atty	\$ 4,500.00	Business Legal
Grace Beauty Corp Formation	\$ tbd	Legal and Fees
Dissolve and wind up Duality Cosmetics Inc. and Duality Cosmetics LLC	\$ tbd	Legal and Fees
Additional Initial Expenses	\$ tbd	tbd
<b>Sub-Total</b> (Total of all above Initial Expenses )	\$	
<b>Less Total Initial Expense Maximum</b>	\$ 100,000.00	
Seller Cash Payment	\$ Balance Remaining	Consideration for Asset Purchase

Seller Cash Payment = 100,000.00 – Sub-Total

Seller Cash Payment = \$ TBD

Finalized and Approved this 17 day of June, 2014:

BARBARA LAMPUGNALE

*Barbara Lampugnale*

GRACE BEAUTY CORP

By: *Barbara Lampugnale*  
Name: Barbara Lampugnale  
Title: President

By: *Carlo LiVolsi*  
Name: Carlo LiVolsi  
Title: Chairman of the Board

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