

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6101336

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DONGGUAN EMPRESS TECHNOLOGY CO., LTD.	05/06/2020
RECEIVING PARTY DATA		
Name:	SUTRA BEAUTY INC.	
Street Address:	6701 ODESSA AVE	
City:	VAN NUYS	
State/Country:	CALIFORNIA	
Postal Code:	91406	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D870967
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:	732-513-0621	
Email:	adam@lewent.com	
Correspondent Name:	ADAM FOSTER LEWENTAL, ESQ.	
Address Line 1:	832 HERMOSA AVE	
Address Line 4:	HERMOSA BEACH, CALIFORNIA 90254	
ATTORNEY DOCKET NUMBER:	SB.9001	
NAME OF SUBMITTER:	ADAM FOSTER LEWENTAL, ESQ.	
SIGNATURE:	/Adam F. Lewental/	
DATE SIGNED:	05/11/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4		
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ASSIGNMENT AGREEMENT

This Assignment Agreement is entered as of May 6th, 2020 (the "Effective Date") between Sutra Beauty, Inc., a _____ corporation ("Sutra Beauty"), and Dongguan Empress Technology Co., Ltd, a Chinese corporation ("Assignor").

1. Assignment

1.1 Assignor hereby assigns to Sutra Beauty its right title and interest to the Relevant Technology in the Designated Jurisdictions (see section 2). Relevant Technology shall mean: (i) the subject matter referred to in Exhibit A, (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, *sui generis* database rights and all other intellectual property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing. Assignor will promptly deliver all Relevant Technology to Sutra Beauty.

1.2 Assignor agrees to assist Sutra Beauty in every legal way to evidence, record and perfect the Section 1.1 assignment and to apply for and obtain and from time to time enforce, maintain, and defend the assigned rights.

2. Designated Jurisdictions

The assignment of rights applies to the Assignor's entire interest in the Relevant Technology within the United States of America and Canada ("Designated Jurisdictions"). Any jurisdictions not named here are excluded ("Excluded Jurisdictions") and, therefore, rights related to the Relevant Technology in Excluded Jurisdictions vest in Assignor. Assignor shall take no action to harm or interfere with the rights assigned to Sutra Beauty within Relevant Jurisdictions.

3. License to Assignor

Sutra Beauty hereby grants to Assignor a perpetual, royalty-free, nontransferable, nonsublicenseable, nonexclusive license to the Relevant Technology assigned to Sutra Beauty hereunder only for Assignor's internal use solely in the development of Assignor products. Any improvements or derivatives made by or for Assignor relating to the Relevant Technology shall be included in the assignment granted in Section 1.1.

3. Consideration

3.1 In consideration for the assignment, Sutra Beauty will recognize Assignor as a preferred manufacturer for Relevant Technology, in addition to other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

3.2 The Assignor acknowledges that the Assignor will benefit from this assignment of the Assigned Intellectual Property.

4. Confidential Information.

Assignor will not use or disclose to third parties anything licensed or provided to Sutra Beauty hereunder or any other technical or business information or plans of Sutra Beauty, except to the extent Assignor (i) can document that it is generally available (through no fault of Assignor) for use and disclosure by the public without any charge, license or restriction, or (ii) is expressly permitted to use or disclose such information or plans pursuant to this Agreement. Assignor recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm Sutra Beauty and that Sutra Beauty is entitled to equitable relief (including, without limitations, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

5. Warranty.

Assignor represents and warrants to Sutra Beauty that Assignor (i) is not aware of any other owner of any right, title, or interest in the Relevant Technology, (ii) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Relevant Technology or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1.1, (iv) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Relevant Technology, and (v) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Relevant Technology.

6. Miscellaneous.

This Agreement is not assignable or transferable by Assignor without the prior written consent of Sutra Beauty (and any attempt to do so shall be void), but is assignable and transferable by Sutra Beauty. Any notice, report, approval, or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential to Sutra Beauty and no press release or other written or oral disclosure of any nature regarding this Agreement shall be made by Assignor without Sutra Beauty's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure

is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

7. Term.

This Agreement will remain in effect in perpetuity.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

Dongguan Empress Technology Co., Ltd

By: Hali Huang

Name: Hali Huang

Title: General Manager

Address: HuanQi Street, Yongfa industrial park,
Dongshan village, Qishi town, Dongguan,
Guangdong Province, China

SUTRA BEAUTY INC.

DocuSigned by:
By: Liam Ben-David

Name: Liam Ben-David

Title: CEO

Address: 6701 Odessa Ave. Van Nuys, CA. 91406

EXHIBIT A

Technology, concepts and software for tools for combined hair straightening and curling, including, without limitation, the business concepts and technology embodied or described in any of the following: (i) U.S. Design Patent # D870,967 S, titled "Combined Hair Straightening And Curling Iron," Date of Patent Dec. 24, 2019, Inventor Hali Huang.