

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7466578

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FREMONT SOFTWARE, LLC	06/28/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SOHAM INC,
<b>Street Address:</b>	15395 SE 30TH PLACE SUITE 100
<b>City:</b>	BELLEVUE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98007
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16377939
Application Number:	16408109
Application Number:	16420700
Application Number:	62784048
PCT Number:	US2019067934
PCT Number:	US2019067982
PCT Number:	US2019068003
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)568-3439
<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>	2155683100
<b>Email:</b>	patents@bakerlaw.com
<b>Correspondent Name:</b>	BAKERHOSTETLER
<b>Address Line 1:</b>	1735 MARKET STREET
<b>Address Line 2:</b>	SUITE 3300
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103-7501
<b>ATTORNEY DOCKET NUMBER:</b>	107375 84-86 96-97 107-08
<b>NAME OF SUBMITTER:</b>	HEATHER LUNCEFORD
<b>SIGNATURE:</b>	/HEATHER LUNCEFORD/
<b>DATE SIGNED:</b>	08/03/2022

**Total Attachments: 7**

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## Intellectual Property Assignment Agreement

This Intellectual Property Assignment and Assumption Agreement (the "**IP Assignment Agreement**"), effective as of June 29, 2022 (the "**Effective Date**"), is by and between Regis Corporation, a Minnesota corporation ("**Regis**"), Fremont Software, LLC, a Delaware limited liability company ("**Fremont**"), (Regis and Fremont each an "**Assignor**," together, "**Assignors**"), and Soham Inc, a Delaware corporation ("**Assignee**" and, together with Assignors, the "**Parties**"), is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of June 9, 2022 (as amended, restated, modified or waived from time to time in accordance with its terms, the "**Asset Purchase Agreement**"), pursuant to which, among other things, Assignors have agreed to assign all of their rights, title and interests in, and Assignee has agreed to assume all of Assignors' right, title and interests in, the software and software-as-a-service solution identified in the Asset Purchase Agreement as Opensalon Pro Software and certain intellectual property identified in the Asset Purchase Agreement as Intellectual Property Assets ("**IP Assets**");

**NOW, THEREFORE**, in consideration of the good and valuable consideration provided under terms of the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment of IP Assets.** Pursuant to Section 2.01 of the Asset Purchase Agreement and upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignors hereby sell, assign, grant, convey and transfer to Assignee all of Assignors' right, title and interest in and to the IP Assets including at least the trademark registrations and applications listed in Schedule 1a attached hereto along with related goodwill, and patents registrations and applications listed in Schedule 1b attached hereto. Pursuant to Section 2.03 of the Asset Purchase Agreement and upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignee hereby accepts such assignment and assumes the Assumed Liabilities.
2. **Assignment of Rights.** Assignors also assign its right to collect damages for any infringement occurring prior to this assignment, which IP Assets include: (i) issued patents and patent applications, including any continuation, continuation-in-part, division, reissue, reexamination or otherwise related patent or application or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and hereby authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue any Letters Patent or similar legal protection to the Assignee; (ii) trademarks, service marks, logos, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing; (iii) copyrights, if any, including all applications and registrations; (iv) trade secrets, know-how, conceived of inventions (whether or not patentable and whether or not reduced to practice), technology, and other confidential and proprietary information and all rights therein; (v) internet domain names and social media accounts and pages; and (vi) other intellectual or industrial property and related proprietary rights, interests, and protections of any type or kind. Assignors authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for letters patent or similar legal protection related to the IP Assets, in its own name if desired, in any and all foreign countries.

3. Representations. Assignors represent to the Assignee, its successors and assigns, that Assignors have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. Assignors will at any time upon request, without additional consideration, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing copyrights, trademarks, trade secrets, or patent or similar legal protection on the IP in any and all countries.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this IP Assignment Agreement to be effective as of the date first above written.

**Assignee:**

SOHAM INC.

By: Dheeraj Kowaru

Name: DHEERAJ KOWARU

Title: SVP OF SALES

Date: June 28<sup>th</sup>, 2022

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ He is personally known to me or he has produced a driver's license as identification.

Please See attached

Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

*[Signature page to Intellectual Property Assignment Agreement]*

CALIFORNIA ACKNOWLEDGMENT

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

June 28th, 2022

before me,

Michael M. Jarrard, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

Dheeraj Koneru

Name(s) of Signer(s)

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]

Signature of Notary Public

Place Notary Seal and, or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Intellectual Property Assignment Agreement

Document Date: June 28th, 2022

Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dheeraj Koneru

Signer's Name:

☐ Corporate Officer -- Title(s):

☐ Corporate Officer -- Title(s):

☐ Partner -- ☐ Limited ☐ General

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Trustee ☐ Guardian or Conservator

☒ Other: SVP of Sales

☐ Other:

Signer is Representing:

Signer is Representing:

Assignor:

FREMONT SOFTWARE, LLC

By: [Signature]

Name: MATTHEW DOCTOR

Title: CEO

Date: June \_\_, 2022

REGIS CORPORATION

By: [Signature]

Name: MATTHEW DOCTOR

Title: CEO

Date: June \_\_, 2022

STATE OF Minnesota  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by Matt Doctor as CEO of Regis, a Minnesota Corporation. He is personally known to me or he has produced a driver's license as identification.

[Signature]

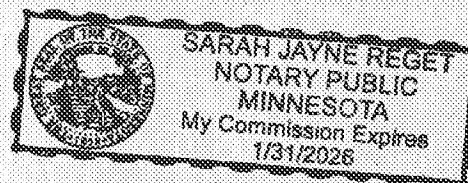
Notary Public, State of Minnesota

Print Name: Sarah Reget

Notary Commission No.: 1262412000037

My Commission Expires: 1/31/2026

[NOTARIAL SEAL]



[Signature page to Intellectual Property Assignment Agreement]

**Schedule 1a: Trademarks**

COUNTRY	MARK	CLASS (NICE)	FILING DATE	REG. DATE	APPL. SERIAL NUMBER	REG. NUMBER	STATUS
United States	OPENSALON PRO		6/22/2020		90,013,533		Pending
United States	Logo only	9, 42	8/20/2019	4/5/2021	88,586,118	6342468	Active
United States	OPENSALON & logo	9, 42	8/20/2019		88,585,166		Pending
United States	OPEN SALON	9, 42	1/22/2019		88,270,885		Pending
United States	OPENSALON	9, 42	1/10/2019	9/1/2020	88256739	6,142,667	Active
India	Logo only	9, 35, 42	2/16/2021	2/16/2021	4865717	4,865,717	Active
India	OPENSALON PRO	9, 35, 42	2/16/2021		4,865,718		Pending
India	OPENSALON (word)	9, 35, 42	2/16/2021		4,865,719		Pending
Mexico	Logo only	9	9/24/2019	1/29/2020	0119852267069	2078449	Active
Mexico	OPENSALON & logo	9	9/24/2019		0119852267068		Pending
Mexico	OPENSALON (word)	9	9/24/2019		0119852267071		Pending
Canada	Logo only	42	8/16/2019		1,980,990		Pending
Canada	OPENSALON & logo	42	8/16/2019		1,980,988		Pending
Canada	OPENSALON (word)	42	8/16/2019		1,980,989		Pending
United Kingdom	Logo only	9, 35	8/20/2019	11/8/2019		3,422,629	Active
United Kingdom	OPENSALON & logo	9, 35	8/20/2019	11/8/2019		3,422,619	Active
United Kingdom	OPENSALON (word)	9, 35	8/20/2019	11/8/2019		3,422,554	Active



**Schedule 1b: Patents**

Patent Type	Country	Filing Date	Application Number	Patent Number	Filing Status
Utility: Foreign	Brazil	6/21/2021	BR 11 2021 012211 7		Pending
Utility: Foreign	Brazil	6/21/2021	BR 11 2021 012206 0		Pending
Utility: Foreign	Brazil	6/21/2021	BR 11 2021 012216 8		Pending
Utility: Foreign	Canada	5/20/2021	3120838		Pending
Utility: Foreign	Canada	5/20/2021	3120801		Pending
Utility: Foreign	Canada	5/20/2021	3120786		Pending
Utility: Foreign	Europe	2/26/2021	19888274.8		Pending
Utility: Foreign	Europe	2/26/2021	19848916.3		Pending
Utility: Foreign	Europe	2/17/2021	19848845.4		Pending
Utility: Foreign	India	3/15/2021	202137010874.00		Pending
Utility: Foreign	India	3/15/2021	2021137010876.00		Pending
Utility: Foreign	India	3/15/2021	202137010885.00		Pending
Utility: Foreign	Malaysia	5/27/2021	PI2021002934		Pending
Utility: Foreign	Malaysia	5/28/2021	PI2021002970		Pending
Utility: Foreign	Malaysia	5/28/2021	PI2021002959		Pending
Utility: Foreign	Mexico	6/18/2021	MX/a/2021/007457		Pending
Utility: Foreign	Mexico	6/18/2021	MX/a/2021/007458		Pending
Utility: Foreign	Mexico	6/18/2021	MX/a/2021/007459		Pending
Utility: PCT	PCT	12/20/2019	PCT/US19/67934		Pending
Utility: PCT	PCT	12/20/2019	PCT/US19/67982		Pending
Utility: PCT	PCT	12/20/2019	PCT/US19/68003		Pending
Utility: Foreign	Singapore	5/27/2021	11202105581V		Pending
Utility: Foreign	Singapore	5/28/2021	11202105646Y		Pending
Utility: Foreign	Singapore	5/28/2021	11202105657W		Pending
Utility: Foreign	Thailand	6/2/2021	2101003186		Pending
Utility: Foreign	Thailand	6/18/2021	2101003631		Pending
Utility: Foreign	Thailand	6/2/2021	2101003187		Pending
Utility: Non-Provisional	United States	4/8/2019	16/377,939		Pending
Utility: Provisional	United States	12/21/2018	62/784,048		Expired
Utility: Non-Provisional	United States	5/9/2019	16/408,109		Pending
Utility: Non-Provisional	United States	5/23/2019	16/420,700		Pending
Utility: Foreign	Hong Kong		HK 40044965		Pending
Utility: Foreign	Hong Kong		HK 40044889		Pending
Utility: Foreign	Hong Kong		HK 40042847		Pending