TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM780850

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:	1	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goody Products, Inc.		12/30/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Kossof Beauty, LLC
Street Address:	281 Waukegan Rd.
City:	Northfield
State/Country:	ILLINOIS
Postal Code:	60093
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3912821	
Registration Number:	1146091	SOLANO
Registration Number:	6348998	SOLANO FORZA
Registration Number:	6348999	SOLANO MODA
Registration Number:	6348996	SOLANO VERO
Registration Number:	6349000	SOLANO VERO ROSSO

CORRESPONDENCE DATA

Fax Number: 8667342568

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: 8667342568

Email: david@adler-law.com

David M. Adler **Correspondent Name:** Address Line 1: 300 Saunders Rd.

Address Line 4: Riverwoods, ILLINOIS 60015

NAME OF SUBMITTER:	David M. Adler
SIGNATURE:	/david m. adler/
DATE SIGNED:	01/14/2023

Total Attachments: 6 source=Solano Trademark Assignment#page1.tif source=Solano Trademark Assignment#page2.tif source=Solano Trademark Assignment#page3.tif source=Solano Trademark Assignment#page4.tif source=Solano Trademark Assignment#page5.tif source=Solano Trademark Assignment#page6.tif

Trademark Assignment

This **Trademark Assignment** (hereinafter referred to as the "Assignment") is made and entered into on December 30, 2022 (the "Effective Date") by and between the following parties:

Goody Products, Inc.

a Delaware corporation 55 Mall Drive Commack, NY 11725

(the "Assignor")

AND

Kossof Beauty, LLC

an Illinois limited liability company 281 Waukegan Rd. Northfield, IL, Illinois 60093

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee

as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Illinois.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND

PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signature Page Follows]

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

Goody Products, Inc.

Docusigned by:

Francisca Raminella

By: Francisca Paminella

Date: 12/30/2022

Date: <u>12/29/2022</u>

Name: Francesca Raminella

Title: CEO

Assignee:

Kossof Beauty, LLC

----- DocuSigned by

By: Name:

Name: Alan Kossof Title: Manager

Exhibit A
List of Trademark/Service Mark

Country	Mark	Reg. No.
Australia	SOLANO	1027182
Canada	SOLANO	TMA324350
China	SOLANO	1209695
EU	SOLANO	002656338
Japan	SOLANO	833537
Malaysia	SOLANO	04012339
Singapore	SOLANO	833537
South Korea	SOLANO	833537
Thailand	SOLANO	44706
UK	SOLANO	UK00902656338
US		3912821
US	SOLANO	1146091
US	SOLANO FORZA	6348998
US	SOLANO MODA	6348999
US	SOLANO VERO	6348996
US	SOLANO VERO ROSSO	6349000
WIPO	SOLANO	833537

RECORDED: 01/14/2023