

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Designs Apparel, Inc. | | 04/24/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | LP Innovations Acquisition Corp. | | |
| Street Address: | c/o Venture Capital Fund of New England, 30 Washington Street | | |
| City: | Wellesley Hills | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02481 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2407697 | LPI INNOVATIONS YOUR LOSS PREVENTION SOLUTION | |
| Registration Number: | 2607266 | SECUREX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)856-8201 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-856-8145 | | |
| Email: | ip@brownrudnick.com | | |
| Correspondent Name: | Mark S. Leonardo | | |
| Address Line 1: | One Financial Center | | |
| Address Line 2: | Brown Rudnick Berlack Israels LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02111 | | |
| ATTORNEY DOCKET NUMBER: | 25757/1 | | |
| NAME OF SUBMITTER: | Mark S. Leonardo | | |
| Signature: | /s/Mark S. Leonardo/ | | |

CH \$65.00 2407697

Date:

05/09/2006

Total Attachments: 4

source=25757-2SMA#page1.tif

source=25757-2SMA#page2.tif

source=25757-2SMA#page3.tif

source=25757-2SMA#page4.tif

SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (this “Assignment”) entered into and effective as of April 25, 2006, is by and between DESIGNS APPAREL, INC., a Delaware corporation with offices and a place of business at 555 Turnpike Street, Canton, Massachusetts 02021 (“Assignor”), and LP Innovations Acquisition Corp., a Delaware corporation, with offices and a place of business at c/o Venture Capital Fund of New England, 30 Washington Street, Wellesley Hills, MA 02481 (“Assignee”).

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated April 25, 2006 (the “Purchase Agreement”), under which Assignor agreed to sell, and Assignee agreed to purchase, certain assets used by an affiliate of Assignor in the Acquired Business; and

WHEREAS, included among the assets to be purchased by Assignee are those registered trademarks and all the registration applications and unregistered or common law trademarks, service marks, trade names, domain names, and logos used by an affiliate of Assignor in connection with the Acquired Business listed on Exhibit A attached hereto (collectively the “Marks”); and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Marks (including all registrations, renewals and applications therefor), together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover damages and profits for past infringements, thereof, if any.

NOW, THEREFORE, subject to the terms of the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does, without reservation, hereby sell, assign, transfer and otherwise convey to Assignee, its successor and assigns, all of Assignor’s right, title and interest, whether statutory or at common law, in and to the Marks, and all applications, registrations and renewals thereof, together with the goodwill of the business symbolized by it and associated with said Marks and registrations thereof, including, but not limited to, the following:

- (a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill;
- (b) the right to prosecute and secure registrations therein in Assignee’s own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and
- (c) the right to determine, in Assignee’s sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered.

EXECUTION VERSION – Designs Apparel

Assignor hereby authorizes and 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 registered Marks.

All terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Purchase Agreement. Notwithstanding anything to the contrary herein, nothing herein shall modify, expand or reduce any of the party's respective rights or obligations as set forth in the Purchase Agreement.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

EXHIBIT A

(assigned from Designs Apparel, Inc.)

TRADE NAMES

LP Innovations, Inc.
LPI
LPI-Securex
LPI-Securex, Inc.
ICU Associates
Royalty Assurance Solutions
Securex, LLC
Securex

SERVICE MARK REGISTRATIONS

| <u>MARK</u> | <u>REGISTRATION NO.</u> |
|--|-------------------------|
| LPI INNOVATIONS YOUR LOSS PREVENTION SOLUTION | 2407697 |
| SECUREX | 2607266 |

INTERNET DOMAINS

lpinnovations.com
lpi-securex.com
securexcorp.com
securex-lpi.com

1420384 v2 - GILMANMS - 025757/0001