

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOCIETE BIC		11/19/2010	SOCIETE ANONYME: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HARCO INDUSTRIES, INC.		
<b>Street Address:</b>	333 S. VAN BRUNT STREET		
<b>City:</b>	ENGLEWOOD		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07631		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3729263	COOSH	
<b>Registration Number:</b>	3729208		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)530-2225		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-530-2025		
<b>Email:</b>	pnussbaum@wolffsamson.com		
<b>Correspondent Name:</b>	PETER NUSSBAUM		
<b>Address Line 1:</b>	WOLFF & SAMSON PC		
<b>Address Line 2:</b>	ONE BOLAND DRIVE		
<b>Address Line 4:</b>	WEST ORANGE, NEW JERSEY 07052		
<b>NAME OF SUBMITTER:</b>	PETER NUSSBAUM		
<b>Signature:</b>	/PETER NUSSBAUM/		
<b>Date:</b>	04/12/2011		

OP \$65.00 3729263

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") dated as of November 19, 2010, (the "Effective Date") is made by and between Société BIC, a France société anonyme with its principal place of business at 14 rue Jeanne d'Asnieres, Clichy 92611, France, ("Assignor") and Harco Industries, Inc., U.S.A. a New Jersey corporation with its principal place of business at 333 S. Van Brunt Street, Englewood, NJ 07631 ("Assignee").

WHEREAS, Assignor owns each trademark ("Trademark"), patent ("Patent") and domain name ("Domain Name") identified on Schedule A attached hereto and all goodwill associated therewith and symbolized thereby (collectively, the "Intellectual Property");

WHEREAS, Assignor and Assignee are parties to that Assct Purchase Agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor, including, without limitation, the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Intellectual Property together with all goodwill symbolized by and associated with the business conducted under the Intellectual Property, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have held and enjoyed by the Assignor if this Agreement and sale had not been made, together with all rights of priority and renewals, reexaminations, extensions and reissues, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Intellectual Property, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks and Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

Assignee's sole cost and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required and within Assignor's control) as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Intellectual Property and other rights conveyed herewith.

- 3. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property and shall not be construed to limit or expand the rights of any party under the Purchase Agreement.
- 4. This Assignment shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
- 5. This Agreement shall be interpreted and enforced pursuant to the laws of the State of New York without regard to conflict of law provisions thereof.
- 6. Assignor hereby represents and warrants to Assignee that Assignee has the requisite power and authority to execute this Agreement.
- 7. No amendment or waiver of any provision of this Assignment shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.
- 8. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

SOCIÉTÉ BIC

HARCO INDUSTRIES INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

*Marie-Aimée BICH-DUFOUR*

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

Title \_\_\_\_\_

*Executive Vice President*

Title \_\_\_\_\_

2. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and at Assignee's sole cost and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required and within Assignor's control) as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Intellectual Property and other rights conveyed herewith.
3. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property and shall not be construed to limit or expand the rights of any party under the Purchase Agreement.
4. This Assignment shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
5. This Agreement shall be interpreted and enforced pursuant to the laws of the State of New York without regard to conflict of law provisions thereof.
6. Assignor hereby represents and warrants to Assignee that Assignee has the requisite power and authority to execute this Agreement.
7. No amendment or waiver of any provision of this Assignment shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.
8. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

SOCIÉTÉ BIC

HARCO INDUSTRIES, INC., U.S.A.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Saro Hartounian  
 Title President

**SCHEDULE A**  
**Intellectual Property**

**Patents**

Title	Patent Number	Date of Patent	Application Number	Jurisdiction	Filing Date	Owner
Design	US D593,075 S	May 26, 2009	29/318,102	United States	May 13, 2008	Société BIC
Design	US D593,077 S	May 26, 2009	29/330,367	United States	January 6, 2009	Société BIC
Design			D16805126-3	Brazil	November 13, 2008	Société BIC
Design	128,453	November 23, 2009	128,453	Canada	November 5, 2008	Société BIC
Design	ZL200830251142.0	October 28, 2009	200830251142.0	China	November 11, 2008	Société BIC
Design	ZL200830251143.5	March 24, 2010	200830251143.5	China	November 11, 2008	Société BIC
Design	001039010-0001	November 13, 2008	001 039 010	European Market	November 13, 2008	Société BIC
Design	001039010-0002	November 13, 2008	001 039 010	European Market	November 13, 2008	Société BIC
Design	29571	October 21, 2009	MX/F/2008/002816	Mexico	November 13, 2008	Société BIC
Utility			12/119,550	United States	May 13, 2008	Société BIC
Utility			PCT/US09/43269	WO	May 8, 2009	Société BIC

**Trademarks**

Title	Registration Number	Registration Date	Serial Number	Jurisdiction	Filing Date	Owner
COOSH (wordmark)	3,729,263	December 22, 2009	77-457,720	United States	April 25, 2008	Société BIC
COOSH (wordmark)	1273719	June 29, 2009		Australia	November 20, 2008	Société BIC
COOSH (wordmark)	799242	May 21, 2009		New Zealand	November 20, 2008	Société BIC
COOSH (wordmark)			1393365	Canada	April 29, 2008	Société BIC
Coosh (design)	3,729,208	December 22, 2009	77-435,346	United States	March 31, 2008	Société BIC
Coosh (design)			1387758	Canada	March 17, 2008	Société BIC

**Domain Names**

Domain Name	Expiration	Company Name	Domain Name	Expiration	Company Name
Coosh.com	10/18/2011	Société BIC	Staysonfeelgood.com	07/21/2011	Société BIC
Staysonfeelgood.com	03/6/2011	Société BIC	Staysonfeelgood.ca	07/16/2011	Société BIC
Coosh.net	01/10/2011	Société BIC			
Coosh.org	07/18/2011	Société BIC			