

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
Crimzon Rose International, LLC		07/31/2011	LIMITED LIABILITY COMPANY: RHODE ISLAND
Crimzon Rose Holdings, Inc.		07/31/2011	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	KVZ International Limited
Street Address:	P.O. Box 957 Offshore Incorporations Centre
Internal Address:	Road Town
City:	Tortola
State/Country:	BRITISH VIRGIN ISLANDS
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85217306	GOOD GIRL BAD GIRL
Registration Number:	3477606	E&L COLLECTION
Registration Number:	3391447	ELEMENTS
Registration Number:	3675571	ERICA
Registration Number:	2573709	ERICA LYONS
Registration Number:	2525088	IT'S ALL ABOUT ME !
Registration Number:	2992837	PURE EXPRESSIONS

CORRESPONDENCE DATA

Fax Number: (212)632-5555
 Phone: 212-632-5500
 Email: ccantarella@salans.com, dbrown@salans.com, bakers@salans.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

900204630

**TRADEMARK
 REEL: 004641 FRAME: 0520**

CH \$190.00 85217306

via US Mail.

Correspondent Name: Claudia Cantarella
Address Line 1: Salans LLP
Address Line 2: 620 5th Ave
Address Line 4: New York, NEW YORK 10020-2402

ATTORNEY DOCKET NUMBER:	0208586.0134
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DOMESTIC REPRESENTATIVE

Name: Claudia Cantarella
Address Line 1: Salans LLP
Address Line 2: 620 5th Ave
Address Line 4: New York, NEW YORK 10020-2402

NAME OF SUBMITTER:	Claudia Cantarella
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Signature:	/claudia cantarella/
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Date:	10/11/2011
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Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of July 31, 2011, by CRIMZON ROSE INTERNATIONAL, LLC a Rhode Island limited liability company, and CRIMZON ROSE HOLDINGS, INC., a Rhode Island corporation (collectively, the "Assignors"), in favor of KVZ INTERNATIONAL LIMITED, a British Virgin Islands company ("Assignee"), an affiliate of LF USA Inc. ("LF USA"), a Delaware corporation. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignors own all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, LF USA, Assignors, Felix A. Porcaro, Jr. Living Trust, The Felix A. Porcaro, Jr. GRAT NO. 1, The Felix A. Porcaro, Jr. GRAT NO. 2 and Felix A. Porcaro, Jr. entered into an Asset Purchase Agreement, executed [July 31], 2011 (the "Purchase Agreement"), pursuant to which LF USA agreed to purchase certain assets from Assignors, including the Trademarks;

WHEREAS, pursuant to Section 9.6 of the Purchase Agreement, LF USA and Assignee have entered into an Assignment and Assumption Agreement, dated as of the date hereof (the "Assignment and Assumption Agreement"), pursuant to which LF USA assigned and transferred all of its right to acquire the Intellectual Property, including the Trademarks, and obligation to assume certain liabilities relating to the Intellectual Property under the Purchase Agreement, and Assignee accepted such assignment and assumed such obligations under the Purchase Agreement; and

WHEREAS, Assignee desires to acquire from Assignors, and Assignors desire to transfer, assign and convey to Assignee, all of Assignors' right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Each Assignor hereby assigns, conveys and transfers to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of Assignor to which any intent-to-use applications set forth on Schedule A pertains, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee,

its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Each Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee and at Assignee's sole cost and expense subject to the terms and conditions of the Purchase Agreement, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

5. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.

6. Binding Effect; Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.

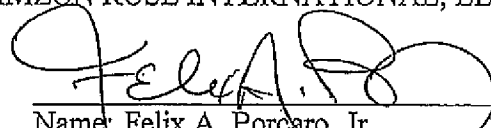
7. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

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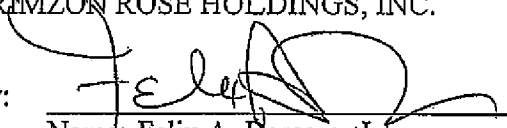
IN WITNESS WHEREOF, Assignors have caused this Trademark Assignment to be duly executed in their names by their duly authorized representatives as of the date first set forth above.

ASSIGNORS:

CRIMZON ROSE INTERNATIONAL, LLC

By: 
Name: Felix A. Porcaro, Jr.
Title: President and Chief Executive Officer

CRIMZON ROSE HOLDINGS, INC.

By: 
Name: Felix A. Porcaro, Jr.
Title: President, Treasurer, Secretary

[Signature page to Trademark Assignment]

SCHEDULE A

Trademark	Owner	Location	Application No.	Registration No.	Status	Next Deadline
ERICA LYONS	Crimzon Rose International, LLC	Canada	1479590	-	Pending	-
PURE EXPRESSIONS	Crimzon Rose International, LLC	Canada	1156086	TMA631444	Registered	01/28/20
PURE EXPRESSIONS	Crimzon Rose International, LLC	Canada	1167697	TMA675825	Registered	10/31/21
PURE EXPRESSIONS HYPO ALLERGENIC	Crimzon Rose International, LLC	Canada	1159564	TMA628543	Registered	12/16/19
TRENDSITE	Crimzon Rose International, LLC	Canada	1479589	-	Pending	-
CRIMZON ROSE	Crimzon Rose International, LLC	China	8324871	8324871	Registered	5/27/21
ERICA LYONS	Crimzon Rose International, LLC	China	8310235	-	Pending	-

CRIMZON ROSE and Design	Crimzon Rose Asia Limited	China	6393367	6393367	6393367	Registered	3/6/20
ERICA LYONS	Crimzon Rose International, Inc.	Hong Kong	301685926	301685926	301685926	Registered	8/10/20
ERICA LYONS	Crimzon Rose International, LLC	Mexico	1146654	-	-	Pending	-
E & L COLLECTION	Crimzon Rose International, LLC	US	77172351	3477606	3477606	Registered	07/29/18
ELEMENTS	Crimzon Rose International, LLC	US	771221380	3391447	3391447	Registered	03/04/14
ERICA	Crimzon Rose International, LLC	US	771586305	3675571	3675571	Registered	9/01/15
ERICA LYONS	Crimzon Rose International, LLC	US	761329745	2573709	2573709	Registered	5/28/12
GOOD GIRL BAD GIRL	Crimzon Rose International, LLC	US	85217306	-	-	Pending	-

IT'S ALL ABOUT ME!	Crimzon Rose International, LLC	US	76/252537	2525088	Registered	01/01/12
PURE EXPRESSIONS	Crimzon Rose International, LLC	US	76/446568	2992837	Registered	09/06/15