

## 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
Celu-Lite Ltd.		02/22/2012	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Janus Holdings Limited		
Street Address:	116 UPPER RUE D'ARGENS		
City:	Msida		
State/Country:	MALTA		
Postal Code:	MSD 1363		
Entity Type:	COMPANY: MALTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85391583	HOT PANTS	
Serial Number:	85391579	ZAGG ORA	
Serial Number:	85391585	CELU-LITE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	dsharrow@gunder.com		
Correspondent Name:	David P. Sharrow		
Address Line 1:	220 West 42nd St, 21st Floor		
Address Line 2:	Gunderson Dettmer LLP		
Address Line 4:	New York, NEW YORK 10036		
DOMESTIC REPRESENTATIVE			
Name:	David P. Sharrow		
Address Line 1:	220 West 42nd St, 21st Floor		

OP \$90.00 85391583

Address Line 2: Gunderson Dettmer LLP  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	David P. Sharrow
Signature:	/DPS/
Date:	06/05/2012

**Total Attachments: 4**  
source=20120222\_Janus\_Cellulite\_US IP assignment agreement#page1.tif  
source=20120222\_Janus\_Cellulite\_US IP assignment agreement#page2.tif  
source=20120222\_Janus\_Cellulite\_US IP assignment agreement#page3.tif  
source=20120222\_Janus\_Cellulite\_US IP assignment agreement#page4.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is dated as of February 22, 2012 ("Effective Date") by and between Celu-Lite Ltd., a United Kingdom corporation ("Assignor") and Janus Holdings Limited, a Malta company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks identified on Schedule A attached hereto (the "Marks"), and is the owner of the registration applications of such Marks in the United States Patent and Trademark Office; and

NOW, THEREFORE, for good and valuable consideration pursuant to that certain Intellectual Property Rights Assignment dated February 22, 2012, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

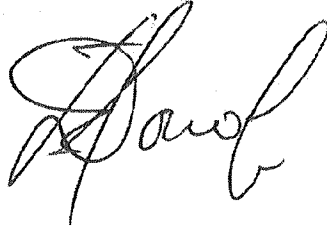
1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to the Marks, together with (i) the applications for registration and registrations of the Marks, (ii) all common law rights that Assignor may have in the Marks, (iii) the right to prosecute such applications or any new applications for the Marks and enjoy the benefits of any registrations resulting therefrom, (iv) the goodwill of the business symbolized by and associated with the Marks, and (v) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) 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 such associated goodwill. Assignor hereby requests that all appropriate trademark offices issue registrations in the name of Assignee.
2. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of the Marks, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.
3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*[Remainder of Page Intentionally Blank]*




IN WITNESS WHEREOF, Assignor has executed this assignment as of the 22<sup>nd</sup> February 2012.

ASSIGNOR: CELU-LITE LTD.

A handwritten signature in black ink, appearing to read 'Dessislava Bell', written in a cursive style.

BY: DESSISLAVA BELL  
TITLE: DIRECTOR

---

A large, stylized handwritten flourish or signature in black ink, consisting of a single continuous line that loops and curves.

ACCEPTED BY:

ASSIGNEE: JANUS HOLDINGS LIMITED

A handwritten signature in black ink, consisting of a large, stylized loop that starts with a vertical stroke on the left and curves back to the left.

Signature

BY: DIANE VELLA BIANCO

TITLE: DIRECTOR

*duly authorised.*

**SCHEDULE A**

**TRADEMARK REGISTRATION APPLICATIONS**

<b>Trademark</b>	<b>U.S. App. No.</b>	<b>Filing Date</b>
HOT PANTS & Design	85/391,583	August 7, 2011
ZAGG ORA & Design	85/391,579	August 7, 2011
CELU-LITE TECHNOLOGY	85/391,585	August 7, 2011

