

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOTTA LUV BEAUTY LLC		09/19/2012	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA	
Name:	KVZ International Limited
Street Address:	P.O. Box 957
Internal Address:	Offshore Incorporation Centre
City:	Roadtown, Tortola
State/Country:	BRITISH VIRGIN ISLANDS
Entity Type:	Company: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	85687914	LIP DROP
Serial Number:	85687933	LAB TESTED, MAN APPROVED

CORRESPONDENCE DATA	
Fax Number:	2126325555
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(212) 632-550
Email:	TRADEMARKS@SALANS.COM, ccantarella@salans.com, lschaeffer@salans.com, bakers@salans.com
Correspondent Name:	Claudia Cantarella
Address Line 1:	SALANS LLP
Address Line 2:	Rockefeller Center, 620 Fifth Avenue
Address Line 4:	New York, NEW YORK 10020-2457

ATTORNEY DOCKET NUMBER:	0208586.0151
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DOMESTIC REPRESENTATIVE	TRADEMARK
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OP \$65.00 85687914

Name: Claudia Cantarella
Address Line 1: SALANS LLP
Address Line 2: Rockefeller Center, 620 Fifth Avenue
Address Line 4: New York, NEW YORK 10020-2457

NAME OF SUBMITTER:

Claudia Cantarella

Signature:

/claudia cantarella/

Date:

09/20/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of September 17, 2012, between LOTTA LUV BEAUTY LLC (the "Assignor"), a New York limited liability company, with an address at 1359 Broadway, New York, NY 10018, in favor of KVZ INTERNATIONAL LIMITED, a British Virgin Islands company, with an address at P.O. Box 957, Offshore Incorporations Centre, Roadtown, Tortola, British Virgin Islands ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks listed on the attached Schedule A (the "Trademarks"), the applications pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer, assign and convey to Assignee, all of Assignor's 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. Assignor did and hereby does assign, convey and transfer 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 Assignors 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. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, 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 US Patent & 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 deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth above. Any notice given hereunder may be given on behalf of any party by its counsel or other authorized representatives.

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, Assignor has caused this Trademark Assignment to be duly executed in its name by its duly authorized representatives as of the date first set forth above.

ASSIGNOR:

LOTTA LUV BEAUTY LLC

By: 

Name: Ronald Ventricelli

Title: Chief Operating Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

TRADEMARKS

TRADEMARK	COUNTRY	CL/GOODS	APPL. NOS./ FILE DATE	REG. NOS./ REG DATE
LIP DROP	U.S.	03/ Lip balm; Lip gloss; Lip polisher	85/687,914 July 26, 2012	
LAB TESTED, MAN APPROVED	U.S.	03/ Lip balm; Lip gloss; Lip polisher	85/687,933 July 26, 2012	