

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316626

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
A. H. Schreiber Co. Incorporated		09/09/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Longevity Brands, LLC		
<b>Street Address:</b>	110 Commerce Way		
<b>City:</b>	Stockertown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18083		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0769980	ROBBY LEN	
<b>Registration Number:</b>	1946400	LONGITUDE	
<b>Registration Number:</b>	1737686	AQUACIZE	
<b>Serial Number:</b>	86049315	AQUACIZE	
<b>Registration Number:</b>	1739932	BEACH NATIVE	
<b>Registration Number:</b>	2270089	COCO BEACH	
<b>Registration Number:</b>	2317431	SIRENA	
<b>Registration Number:</b>	2175679	INCHES AWAY	
<b>Registration Number:</b>	3396483	GREAT LENGTHS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2157012273		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2156657273		
<b>Email:</b>	cmiller@cozen.com		
<b>Correspondent Name:</b>	Camille M. Miller		
<b>Address Line 1:</b>	1900 Market Street		
<b>Address Line 2:</b>	IP Department		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		

OP \$240.00 0769980

<b>NAME OF SUBMITTER:</b>	Camille M. Miller
<b>SIGNATURE:</b>	/Camille M. Miller/
<b>DATE SIGNED:</b>	09/10/2014
<b>Total Attachments: 3</b> source=schreiber#page1.tif source=schreiber#page2.tif source=schreiber#page3.tif	

## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (“Assignment”) made as of September 9, 2014, by A. H. Schreiber Co. Incorporated, a New York corporation (“Assignor”), to Longevity Brands, LLC, a Delaware limited liability corporation (“Assignee”).

### RECITAL

Assignor and Assignee are parties to an Agreement dated as of even date herewith (the “Agreement”), which refers to the fact that Assignee has agreed to purchase pursuant to the Article 9 Sale made by CIT, a secured party of Assignor, pursuant to Section 9-610 of the New York Uniform Commercial Code certain trademarks identified in Schedule A attached hereto and incorporated herein by reference, the goodwill associated therewith, and the registrations and/or applications for the Trademarks reflected in the attached schedule (collectively, the “Trademarks”), which are now in the name of Assignor on the registers of the Canadian Intellectual Property Office, Mexican Institute of Industrial Property, and the U.S. Patent and Trademark Office; and

In connection with, and as a condition of, the closing of the transactions contemplated by the Agreement, which closing is being completed on the date hereof, Assignor is executing and delivering this Assignment to Assignee to transfer and assign to Assignee all of Assignor’s right, title and interest, as owner of record, in and to the Trademarks. Capitalized terms used and not otherwise defined in this Assignment shall have the meanings given to such terms in the Agreement.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price to CIT in the Article 9 Sale, the payment and sufficiency of which are hereby acknowledged, hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s record ownership to and under the Trademarks and any rights related thereto.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

This Assignment is being executed and delivered by Assignor to Assignee pursuant to the Agreement and is made subject to the provisions of the Agreement.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

A. H. SCHREIBER CO. INCORPORATED by  
THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
attorney-in-fact

By: *Michael P. Quinn*

Title: *s.p.*

**Schedule A**

<b>TRADEMARK APPLICATION SERIAL NO. / REGISTRATION NO.</b>	<b><u>MARK</u></b>	<b><u>STATUS</u></b>
Canadian Reg. No. TMA 137,714	ROBBY LEN	LIVE
Canadian Reg. No. TMA 460,957	LONGITUDE	LIVE
Mexican Reg. No. 692633	ROBBY LEN	LIVE
Mexican Reg. No. 692634	LONGITUDE	LIVE
U.S. Reg. No. 0769980	ROBBY LEN	LIVE
U.S. Reg. No. 1946400	LONGITUDE	LIVE
U.S. Reg. No. 1737686	AQUACIZE	LIVE
U.S. App. Serial No. 86049315	AQUACIZE	PENDING
U.S. Reg. No. 1739932	BEACH NATIVE	LIVE
U.S. Reg. No. 2270089	COCO BEACH	LIVE
U.S. Reg. No. 2317431	SIRENA	LIVE
U.S. Reg. No. 2175679	INCHES AWAY	LIVE
U.S. Reg. No. 3396483	GREAT LENGTHS	LIVE