TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM317543

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ILEOS BEAUTY USA CORP.		08/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LE PAPILLON, LTD.	
Street Address:	120 ALBANY STREET, SUITE 300	
City:	NEW BRUNSWICK	
State/Country:	NEW JERSEY	
Postal Code:	08901	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark		
Registration Number:	1613883	VIALPAQ		
Registration Number:	1507471	MAGPAQ		
Registration Number:	2258515	MAILPAQ		
Registration Number:	2197961	SAMPLING SOLUTIONS WORLDWIDE		
Registration Number:	3574424	MASCARAPAQ		

CORRESPONDENCE DATA

Fax Number: 9495676710

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.

Phone: 212-506-5150 Email: achen@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe LLP Address Line 1: 2050 Main Street, Suite 1100 Address Line 2: IP Prosecution Department Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	26850-4
NAME OF SUBMITTER:	Bradford S. Breen
SIGNATURE:	/Bradford Breen/
DATE SIGNED:	09/21/2014

Total Attachments: 3

TRADEMARK

REEL: 005366 FRAME: 0176 900301727

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TRADEMARK REEL: 005366 FRAME: 0177

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is entered into as of August 31, 2014 (the "Effective Date"), is made by ILEOS BEAUTY USA CORP., a Delaware corporation, with its principal place of business at 550 Hadley Road, South Plainfield, New Jersey 07080, ("Assignor"), in favor of LE PAPILLON, LTD., a Delaware corporation, with its principal place of business at 120 Albany Street, Suite 300, New Brunswick, New Jersey 08901 ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire, receive and accept from Assignor, all of its rights, titles and interests in and to the registered trademarks, as well as unregistered and/or common law trademarks, service marks and trade names listed on <u>Schedule A</u> hereto, together with the goodwill associated therewith (collectively, the "<u>Trademarks</u>"), among other Purchased Assets (as defined in the Purchase Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, its full and exclusive right, title and interest throughout the world to the Trademarks, including all registrations, applications and renewals for any of the foregoing, all goodwill it may hold associated with the Trademarks, and any rights it may hold to sue and recover for past, present and future infringements, dilutions, misappropriations or other violations thereof. Assignor authorizes and requests the United States Commissioner For Trademarks and any officials of governmental or administrative office in any country whose duty it is to record trademark assignments as aforesaid, to record Assignee as owner of the Trademarks in accordance with the terms of this Assignment and hereby transfer its entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor further agrees to execute and deliver such documents and take such actions as are reasonably necessary or appropriate to effect this Assignment.

[Execution page follows.]

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be acknowledged and accepted by its officer thereunto duly authorized as of the date first written above.

ILEOS BEAUTY USA CORP.

By:

Name: Jacques Cohen Title: President

ACKNOWLEDGED AND RECEIVED:

LE PAPILLON, LTD.

By:

Name: Herve Bichon

Title: President and CEO

SCHEDULE A TRADEMARKS

Mark	Application. No.	Registration No.	Status	Class(es)
VIALPAQ				
UNITED STATES	73/825,096	1,613,883	REGISTERED	20
MAGPAQ				
UNITED KINGDOM	2491180	2491180	REGISTERED	39
FRANCE	97695236	97695236	REGISTERED	35
UNITED STATES	73/655,019	1,507,471	REGISTERED	35
MAILPAQ				
UNITED STATES	75/304,163	2,258,515	REGISTERED	40
SAMPLING SOLUTIONS WORLDWIDE UNITED STATES	75/342,068	2,197,961	REGISTERED	35
MASCARAPAQ UNITED STATES	76/690,937	3,574,424	REGISTERED	35

COMMON LAW TRADEMARKS

Any other common law or statutory trademark rights related to the Assets being transferred pursuant to the Purchase Agreement, including but not limited to the FLEXPAQ mark, and the goodwill associated with such marks.

TRADEMARK REEL: 005366 FRAME: 0180

RECORDED: 09/21/2014