

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCA Industries, Inc.		08/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mega-T, LLC		
Street Address:	41 North Main St. FL 2R		
Internal Address:	c/o Casla Partners, LP		
City:	New Hope		
State/Country:	PENNSYLVANIA		
Postal Code:	13938		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86285683	MEGA TRIM	
Registration Number:	2813431	MEGA-T	
Registration Number:	3709880	MEGA-T PLUS	
CORRESPONDENCE DATA			
Fax Number:	2077911350		
<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>			
Phone:	207.791.1100		
Email:	trademark@pierceatwood.com		
Correspondent Name:	William L. Worden		
Address Line 1:	254 Commercial Street		
Address Line 2:	Merrill's Wharf		
Address Line 4:	Portland, MAINE 04101		
ATTORNEY DOCKET NUMBER:	32092/7130 WLW		
NAME OF SUBMITTER:	William L. Worden		
SIGNATURE:	/William L. Worden/		
DATE SIGNED:	12/15/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into on this 26 day of August, 2014 (the "Effective Date"), by and between **CCA Industries, Inc.**, a Delaware corporation (hereinafter "Assignor"), and **Mega-T, LLC**, a Delaware limited liability company (hereinafter "Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement of near or even date herewith, pursuant to which Assignor has agreed to sell and convey to Assignee, the entire right, title, and interest in and to the Marks (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor does hereby sell, assign, convey and deliver to Assignee its successors and assigns, Assignor's entire right, title and interests in and to the trademarks identified on Schedule A attached hereto (the "Marks"), together with the Specified Assets (as defined in the Asset Purchase Agreement) to which the Marks pertain, the goodwill symbolized by the Marks, and all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter with respect to the Marks, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Further Assurances. Assignor will, do, execute, acknowledge and deliver all and every such further act, deed, conveyance, assignment, notice of assignment, transfer and assurance as Assignee may from time to time reasonably request to carry out the intention or facilitate the performance of the terms of this Assignment, including but not limited to executing and delivering such documents and taking such action as reasonably requested by Assignee to effectuate the transfer of the Marks.

3. Costs. Assignee will pay all costs associated with effecting the transfer of the Marks to Assignee.

4. No Modification. This Assignment shall be subject to the terms and conditions set forth in the Asset Purchase Agreement and nothing contained in this Assignment shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof will be combined in order to constitute a single original document.

6. Binding Effect. This Assignment is and will be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

7. Severability. If any term or provision of this Assignment is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such invalidity, illegality or unenforceability will not affect the other terms or provisions hereof or the whole of this Assignment, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision valid, legal and enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.

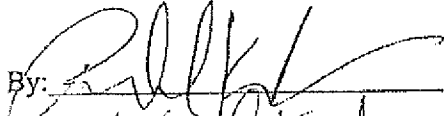
8. Governing Law. This Assignment is and will be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey without regard to principles of conflicts of law.

[Signature Page to Follow]

IN WITNESS THEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

CCA INDUSTRIES, INC.

By: 

Name: Richard K. Fisher

Title: CEO/President

ASSIGNEE:

MEGA-T, LLC

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS THEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

CCA INDUSTRIES, INC.

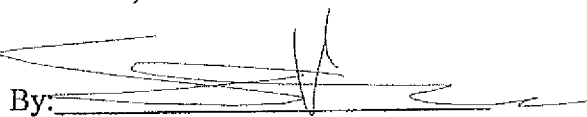
By: _____

Name: _____

Title: _____

ASSIGNEE:

MEGA-T, LLC

By:  _____

Name: Samuel F Hines

Title: Authorized Person

SCHEDULE A

United States

<u>Registered Marks</u>	<u>Registration Number</u>	<u>Application Number</u>
MEGA TRIM		86285683
MEGA- T	2813431	76185822
MEGA-T PLUS	3709880	77524323