

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359301

<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>
Latexite International, Inc.		12/23/2014	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gramercy Acquisition, LLC		
<b>Street Address:</b>	150 Dascomb Road		
<b>City:</b>	Andover		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01810		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3425403		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123553333		
<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>	212-813-8800		
<b>Email:</b>	NY-TM-Admin@goodwinprocter.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP/Janis Nici		
<b>Address Line 1:</b>	620 Eighth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	129959243500		
<b>NAME OF SUBMITTER:</b>	Janis Nici		
<b>SIGNATURE:</b>	/janis nici/		
<b>DATE SIGNED:</b>	10/20/2015		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") is made as of December 23, 2014 by LATEXITE INTERNATIONAL, INC., a Maryland corporation ("Assignor") to GRAMERCY ACQUISITION, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks, registrations, trade names and trade styles set forth on Schedule A attached hereto and the goodwill of the business symbolized by each of the trademarks, service marks, trade names and trade styles (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 12, 2014 (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, assign and transfer and Assignee has agreed to purchase and accept from Assignor the assets of Assignor set forth in the Purchase Agreement relating to Assignor's Business and Brands (as defined in the Purchase Agreement), including, without limitation, the Trademarks; and

WHEREAS, Assignor and Assignee desire to further memorialize the assignment and assumption of the Trademarks pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Assignment, the undersigned hereby agrees as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee its entire right, title and interest in and to the Trademarks, together with the goodwill connected with and symbolized by the Trademarks, free and clear of all liens, claims and encumbrances, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This Assignment shall also include all income, royalties, damages and payments which now or hereafter become due or payable with respect to the Trademarks in and to all causes of action (at law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned under this Assignment. Notwithstanding the forgoing, the representations and warranties of Assignor set forth in the Purchase Agreement shall in no way be limited, extended, modified or amended by anything contained in this Assignment.

2. Cooperation. Assignor covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks, including, without limitation, recording the assignment with the United States Patent and Trademark Office.

3. Governing Law. This Assignment shall be governed by the laws of the State of New York (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters including, but not limited to, matters of validity, construction, effect and performance.

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IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark as of the day and year first above written.

ASSIGNOR:

LATEXITE INTERNATIONAL,  
INC.


By: *Perry M. Rossi*

Name: Perry M. Rossi

Title: President

SCHEDULE A

Trademarks

MARK	REGISTRATION NO.
	3425403

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