

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368709

<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>
PASSION PARTIES, INC.		01/11/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pure Romance, LLC		
<b>Street Address:</b>	655 Plum Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4620590	BODY BY PASSION PARTIES	
<b>Registration Number:</b>	4571990	BRINGING PASSION TO LIFE	
<b>Registration Number:</b>	4620589	HELLO PRETTY	
<b>Registration Number:</b>	4684831	P	
<b>Registration Number:</b>	3713726	PASSION DIVA	
<b>Registration Number:</b>	2852967	PASSION MASSAGE LOTION	
<b>Registration Number:</b>	2036667	PASSION MIST	
<b>Registration Number:</b>	4625115	PASSION PARTIES	
<b>Registration Number:</b>	4687795	PURE SATISFACTION	
<b>Registration Number:</b>	4000260	ROMANTATHERAPY	
<b>Registration Number:</b>	3414588	THE ULTIMATE GIRLS' NIGHT IN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029425999		
<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>Email:</b>	diem-mi.lu@aporter.com, elisabeth.richards@aporter.com		
<b>Correspondent Name:</b>	Diem-Mi Lu		
<b>Address Line 1:</b>	601 Massachusetts Ave., NW		
<b>Address Line 4:</b>	Washington, D.C. 20001-3743		

CH \$290.00 4620590

<b>ATTORNEY DOCKET NUMBER:</b>	0026249-00008
<b>NAME OF SUBMITTER:</b>	Diem-Mi Lu
<b>SIGNATURE:</b>	/Diem-Mi Lu/
<b>DATE SIGNED:</b>	01/11/2016

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective January 11, 2016 between PASSION PARTIES, INC., a Delaware corporation with its principal place of business at 731 Pilot Road, Suite A, Las Vegas, NV 89119 ("Assignor") and Pure Romance, LLC, a Delaware limited liability company with its principal place of business at 655 Plum Street, Cincinnati, OH 45202 ("Pure Romance" or "Assignee").

WHEREAS, Assignor owns, free and clear of all liens, claims and encumbrances all right, title and interest in and to the trademark(s) and trade name(s) (if any) and the applications and registrations therefor throughout the world identified on the attached Schedule A (the "Marks"), and Assignor's rights are valid and subsisting.

WHEREAS, Assignee desires to obtain all right, title, and interest in, to and under the Marks, whether statutory or common law throughout the world, and Assignor is willing to assign such rights, together with any associated goodwill.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in, to and under the Marks, together with any associated good will, along with all rights appurtenant to the Marks including all rights as a party in any action, claim, proceeding or opposition involving any Mark the right to recover, including the right to sue for, damages and/or profits that have arisen or may arise from infringement of the Marks (including past infringement), with the same to be held by Assignee for its use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks or other authority responsible for effectuating and/or recording assignments in the country involved, to indicate in its records that Pure Romance is the assignee of the entire right, title and interest in, to and under the Marks set forth in the attached Schedule A. Assignor agrees, without further compensation, to take such further actions and execute such other instruments as Assignee shall reasonably request to give effect to the foregoing assignment or otherwise to evidence and perfect Assignee's interest in the transferred assets.

Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including any warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations and indemnifications of Assignee or Assignor set forth in that certain Asset Purchase Agreement, dated as of December 31, 2015 (the "Purchase Agreement"), by and among Assignor, Assignee, Passion Parties Canada Inc., a Canadian corporation, The William F. Clark 2007 Irrevocable Trust, The William F. Clark Nevada Gift Trust, The William F. Clark 1994 Revocable Trust and The Dillingham Family 1998 Revocable Trust. This Assignment

Agreement is intended only to affect the transfer of the Marks pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed by a duly authorized officer as of the date first written above.

**PASSION PARTIES, INC.**  
(Assignor)

By:   
Name: William F. Clark  
Title: Chairman

**PURE ROMANCE, LLC**  
(Assignee)

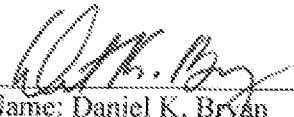
By: \_\_\_\_\_  
Name: Daniel K. Bryan  
Title: Vice President and Secretary

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed by a duly authorized officer as of the date first written above.

**PASSION PARTIES, INC.**  
(Assignor)

By: \_\_\_\_\_  
Name: William F. Clark  
Title: Chairman

**PURE ROMANCE, LLC**  
(Assignee)

By:  \_\_\_\_\_  
Name: Daniel K. Bryan  
Title: Vice President and Secretary

**SCHEDULE A**

**Trademarks and Trade Names**

<b>Trademark</b>	<b>Country</b>	<b>Application No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
Body by Passion Parties	USA	Serial No. 86219623; March 12, 2014	Reg. No. 4620590; October 14, 2014
Bringing Passion to Life	USA	Serial No. 86147370; December 18, 2013	Reg. No. 4571990; July 22, 2014
Hello Pretty	USA	Serial No. 86219611; March 12, 2014	Reg. No. 4620589; October 14, 2014
"P" logo design	USA	Serial No. 86344455; July 18, 2014	Reg. No. 4,684,831; February 10, 2015
Passion Diva	USA	Serial No. 77208308; June 18, 2007	Reg. No. 3713726; November 24, 2009
Passion Massage Lotion	USA	Serial No. 76/510135; April 28, 2003	Reg. No. 2,852,967; June 15, 2004
Passion Mist	USA	Serial No. 74/730,227; September 18, 1995	Reg. No. 2,036,667; February 11, 1997 (Renewal on July 19, 2008)
Passion Parties	USA	Serial No. 86293953; May 28, 2014	Reg. No. 4625115; October 21, 2014
PURE SATISFACTION	USA	Serial No. 86309274; June 13, 2014	Reg. No. 4687795; February 17, 2015

<b>Trademark</b>	<b>Country</b>	<b>Application No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
ROMANTATHERAPY	USA	Serial No. 77853439; October 21, 2009	Reg. No. 4,000,260; July 26, 2011
The Ultimate Girls' Night In	USA	Serial No. 78829216; March 3, 2006	Reg. No. 3414588; April 22, 2008
Because Passion is a Wonderful Thing	Canada	Appl. No. 1218016; May 17, 2014	Reg. No. TMA680027; January 23, 2007
Body by Passion Parties	Canada	Appl. No. 1674623; April 28, 2014	Reg. No. TMA919856; November 10, 2015
Bringing Passion To Life	Canada	Appl. No. 1613551; February 13, 2013	Reg. No. TMA880310; June 17, 2014
FUNLADY	Canada	Appl. No. 1311513; August 2, 2006	Reg.# TMA731911; January 7, 2009
GIGI	Canada	Appl. No. 1308994; July 13, 2006	Reg. No. TMA742529; June 23, 2009
Hello Pretty	Canada	Appl. No. 1674624; April 28, 2014	Reg. No. TMA919,864; November 10, 2015
Passion Consultant	Canada	Appl. No. 1311475; August 2, 2006	Reg. No. TMA731912; January 7, 2009
Passion Diva	Canada	Appl. No. 1328969; December 20, 2006	Reg. No. TMA717475; June 26, 2008
Passion Parties	Canada	Appl. No. 1200118; December 18, 2003	Reg. No. TMA679817; January 19, 2007



<b>Trademark</b>	<b>Country</b>	<b>Application No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
PURE SATISFACTION	Canada	Appl. No. 1200116; December 18, 2003	Reg. No. TMA686409; April 23, 2007
ROMANTATHERAPY	Canada	Appl. No. 1200117; December 18, 2003	Reg. No. TMA679820; January 19, 2007
The Ultimate Girls' Night In	Canada	Appl. No. 1585196; August 9, 2012	Reg. No. TMA865790; November 25, 2013
Where Everyday is Valentine's Day	Canada	Appl. No. 1218015; May 17, 2004	Reg. No. TMA680530; January 26, 2007