

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384736

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| M. Z. Berger & Co., Inc.  |  | 11/13/2015            | Corporation: NEW YORK |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | KVZ International Ltd.                             |                       |                       |
| <b>Street Address:</b>  | P.O. Box 957                                       |                       |                       |
| <b>Internal Address:</b>  | Offshore Corporations Centre                       |                       |                       |
| <b>City:</b>  | Roadtown, Tortola                                  |                       |                       |
| <b>State/Country:</b>   | VIRGIN ISLANDS, BRITISH                            |                       |                       |
| <b>Entity Type:</b>   | Corporation: VIRGIN ISLANDS, BRITISH               |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 2110195  | BOO BOO BUDDY         |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 2122234134   |                       |                       |
| <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>   | 212-895-4226                                       |                       |                       |
| <b>Email:</b>   | edocket@crowell.com                                |                       |                       |
| <b>Correspondent Name:</b>  | Lora Moffatt / Crowell & Moring LLP                |                       |                       |
| <b>Address Line 1:</b>  | 590 Madison Avenue                                 |                       |                       |
| <b>Address Line 2:</b>  | 20th Floor   |                       |                       |
| <b>Address Line 4:</b>  | New York, NEW YORK 10022                           |                       |                       |
| <b>DOMESTIC REPRESENTATIVE</b>  |  |                       |                       |
| <b>Name:</b>  | Lora Moffatt / Crowell & Moring LLP                |                       |                       |
| <b>Address Line 1:</b>  | 590 Madison Avenue                                 |                       |                       |
| <b>Address Line 2:</b>  | 20th Floor   |                       |                       |
| <b>Address Line 4:</b>  | New York, NEW YORK 10022                           |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Lora Moffatt                                       |                       |                       |
| <b>SIGNATURE:</b>   | /lora moffatt/                                     |                       |                       |
| <b>DATE SIGNED:</b>   | 05/18/2016   |                       |                       |

OP \$40.00 2110195

**Total Attachments: 6**

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of November 13, 2015 by and among M.Z. BERGER & CO., INC., a New York corporation ("Assignor") and GBG Beauty LLC, a Delaware limited liability company ("GBG") and KVZ International Limited, a British Virgin Islands company ("Assignee"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on Schedule A attached hereto (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by such Trademarks;

WHEREAS, GBG, Assignor and certain Affiliates of Assignor entered into an Asset Purchase Agreement, dated as of November 13, 2015 (the "Purchase Agreement"), pursuant to which, among other others, GBG agreed to purchase certain assets from Assignor, including the Trademarks;

WHEREAS, GBG desires and directs that the Trademarks be assigned directly from Assignor to Assignee, which is an Affiliate of GBG; and

WHEREAS, effective as of the date hereof, Assignor desire to transfer, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Trademarks, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby assigns, conveys and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts, all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations relating thereto, any renewals and extensions relating to the Trademarks, any common law rights to such Trademarks, all goodwill arising from use of and symbolized by the Trademarks, the portion of the business of Assignor to which any intent-to-use applications set forth on Schedule A pertains, all claims and causes of action either in law or in equity against third parties for any and all past infringements of the rights being assigned and the right to collect and retain any proceeds therefrom, as well as all rights of any kind whatsoever of Assignor accruing under any of the foregoing by applicable law of any jurisdiction, by international treaties and conventions and otherwise, and in and to all rights corresponding to the foregoing throughout the world; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been entered into. Notwithstanding anything in the Purchase Agreement to the contrary, the parties hereby

acknowledge and agree that the Trademarks will be assigned to KVZ pursuant to the terms of this Assignment.

2. Recordation and Further Assurances. Assignor authorizes the Commissioner for Patents of the United States Patent and Trademark Office and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States to record and/or register this Assignment. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee and at Assignee's sole cost and expense, such additional instruments, documents, declarations, consents and papers as are reasonably necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Rights Cumulative: Scope of Assignment. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement, and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern; except as otherwise provided in the last sentence of Section 1 of the Assignment. This Agreement is intended only to effect the transfer of the Trademarks, pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of one or more signatures to this Assignment by facsimile or email (in PDF or similar electronic file format) shall be deemed adequate delivery for all purposes hereof.

6. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.

7. Binding Effect: Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns and legal representatives, but shall not create any rights enforceable by any other person.

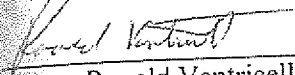
8. Section Titles. The titles of the sections of this Assignment are for convenience and will not in any way affect the interpretation of any section or of the Assignment itself.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names by their respective officers duly authorized, as of the date first written above.

ASSIGNEE:

KVZ INTERNATIONAL LIMITED

By:   
Name: Ronald Ventricelli  
Title: Secretary

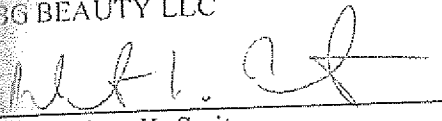
ASSIGNOR:

M.Z. BERGER & CO., INC.

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED:

GBG BEAUTY LLC

  
Name: Robert K. Smits  
Title: EVP and Secretary

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names by their respective officers duly authorized, as of the date first written above.

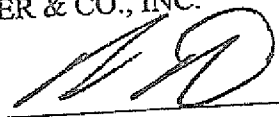
ASSIGNEE:

KVZ INTERNATIONAL LIMITED

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNOR:

M.Z. BERGER & CO., INC.

By:  \_\_\_\_\_  
Name:  
Title:

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ACKNOWLEDGED AND AGREED:

GBG BEAUTY LLC

\_\_\_\_\_  
Name:  
Title:

SCHEDULE A  
TRADEMARKS

| Mark             | Country | Class | Validity                       | Reg. No.                      | Goods  |
|------------------|---------|-------|--------------------------------|-------------------------------|--|
| BOO BOO<br>BUDDY | U.S.    | 10    | 11/04/1997<br>to<br>11/04/2017 | Reg#: 2110195<br>SN: 74305050 | Cold pack which can provide<br>either cold or hot temperatures.  |
| BOO BOO<br>BUDDY | Canada  | 10    | 01/21/2004<br>to<br>01/21/2019 | Reg# 600195                   | Skin cooling products, namely<br>thermal cold packs for medicinal<br>purposes; coolers for cooling<br>thermal cold packs for medical<br>purposes; pouches for thermal<br>cold packs for medicinal<br>purposes. |

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