

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LPF Limited		01/06/2017	Private Limited Company: HONG KONG
RECEIVING PARTY DATA			
Name:	LAROSE INDUSTRIES, LLC		
Street Address:	1578 Sussex Turnpike, Building 5		
City:	Randolph		
State/Country:	NEW JERSEY		
Postal Code:	07869		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3790956	LAFAYETTE PUZZLE FACTORY	
Registration Number:	3918636	ARTBOX	
Registration Number:	3825143	COLORLUXE	
Registration Number:	3824624	PUZZLEBUG	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	973-848-8308		
Email:	dpopovic@mccarter.com		
Correspondent Name:	MICHAEL R. FRISCIA		
Address Line 1:	McCarter & English, LLP		
Address Line 2:	Four Gateway Center, 100 Mulberry Street		
Address Line 4:	Newark, NEW JERSEY 07102		
NAME OF SUBMITTER:	MICHAEL R. FRISCIA		
SIGNATURE:	/Michael R. Friscia/		
DATE SIGNED:	02/16/2017		
Total Attachments: 6			
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DEED OF ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS

This Deed of Assignment of Trademarks and Servicemarks is given by LPF Limited, a Hong Kong private limited company (company number 1208740) (the "**Assignor**"), in favor of LaRose Industries, LLC, a New Jersey limited liability company (the "**Assignee**") as of January 6, 2017. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement, as defined below.

WHEREAS, the Assignor and the Assignee are entering into an asset purchase agreement of even date herewith (the "**Purchase Agreement**");

WHEREAS, the Assignor owns certain trademarks, service marks, logos, designs, slogans, trade dress, trade names and brand names which are used in connection with the Business (as defined in the Purchase Agreement), including, without limitation, those set forth on **Schedule A** attached hereto (collectively, the "**Marks**"); and

WHEREAS, the Assignee is desirous of acquiring all of the Assignor's right, title and interest in and to the Marks and any registrations and applications therefor in the United States and foreign countries, together with all of the goodwill of the business associated with the use of and symbolized by the Marks.

NOW, THEREFORE, in consideration of the Purchase Price and for other good and valuable consideration as more particularly described in the Purchase Agreement (none of the provisions of which shall be deemed to be modified, limited or amended hereby), the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor does hereby covenant and agree as follows:

1. The Assignor hereby sells, assigns and transfers unto the Assignee its entire right, title and interest to the Marks, and any United States and foreign registrations and applications therefor, together with all of the Assignor's goodwill of the Business associated with the use of and symbolized by the foregoing along with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Assignment of Trademarks and Servicemarks, with the right to sue for and collect the same for the Assignee's own use and benefit, as fully and entirely as if the same would have been held and enjoyed by the Assignor if this transfer to the Assignee had not been made.

2. The Assignor hereby covenants and agrees to and with the Assignee that the Assignor shall and will do all lawful acts and things and make, execute and deliver, at the sole cost and expense of the Assignee, any and all other instruments in writing, further applications, papers, affidavits, assignments, and other documents which, in the reasonable opinion of counsel to the Assignee, may be required or necessary to secure and vest in the Assignee the entire right, title and interest of the Assignor in and to the Marks and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed PROVIDED that the Assignee shall be responsible for registering the assignment of the Marks with the competent authority(ies) of various jurisdiction(s) at its sole cost and expense.

3. The Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor, with full power of substitution, in the name and on behalf of the Assignor but for the benefit of and at the sole cost and expense of the Assignee, to institute and prosecute all proceedings that the Assignee may deem proper in order to transfer the Marks hereby sold and transferred, or to defend or compromise any suit, action, arbitration, legal, administrative or regulatory proceeding, in respect of any of said Marks, and to take all such action in relation thereto as the Assignee shall deem advisable; and the

Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are not revocable by the Assignor for any reason.

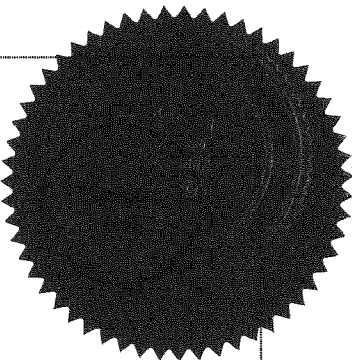
4. This instrument shall be governed by and interpreted under the laws of the State of New Jersey applicable to contracts made and to be performed entirely within that State without giving effect to the principles of conflicts of laws thereof.

5. This instrument and all of its terms shall inure to the benefit of the Assignee and its successors and assigns and shall bind the Assignor and its successors and assigns. This instrument may be executed with an original, facsimile or electronic (.PDF) signature, each of which shall be deemed to be an original.

[Signature page follows.]

IN WITNESS of which this document has been executed and delivered as a deed on the date which first appears above.

EXECUTED and DELIVERED)	
as a deed and the COMMON SEAL)	
of LPF Limited)	John Paul Clauson
was affixed in the presence of)	
[name of director] duly authorized to)	
sign the deed by its board of directors)	John Paul Clauson
in the presence of a witness:)	Sign here
)	
Name of witness:)	_____
)	Sign here
Occupation:)	
)	
Address:)	



Lau Shuk Fan
Solicitor, Hong Kong SAR
Messrs. Boase Cohen & Collins

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Serial/Reg. No.</u>
1. Lafayette Puzzle Factory	3,790,956
2. Artbox	3,918,636
3. COLORLUXE	3,825,143
4. PUZZLEBUG	3,824,624

PENDING U.S. TRADEMARK APPLICATIONS

None

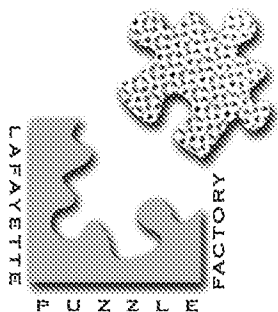
COMMON LAW TRADEMARKS, TRADE NAMES, SERVICE MARKS

1. Lafayette Puzzle Factory
2. LPF

LOGOS

Artbox™

COLORLUXE™




L P F



TRADEMARK REGISTRATIONS AND APPLICATIONS IN HONG KONG & CHINA

I. Registered trademarks in Hong Kong

Application Trade Mark No.	Trade Mark	Class No.
301363932	Artbox 	28
301417716	COLORLUXE Colorlux colorlux A. COLORLUXE B. Colorlux C. colorlux	28

I. Pending Trademark Applications in China

Trade Mark	Class No.
COLORLUXE	28
PUZZLEBUG	28
LAFAYETTE PUZZLE FACTORY	28

LPF	28 16
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