

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424750

<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>
National Label Company		04/14/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lux Global Label Company, LLC		
<b>Street Address:</b>	c/o Resilience Capital Partners, 25101 Chagrin Boulevard		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44122		
<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>	4280203	MIRROR LUX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	(216) 586-3939		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	447363-740004		
<b>NAME OF SUBMITTER:</b>	Leozino Agozzino		
<b>SIGNATURE:</b>	/Leozino Agozzino/		
<b>DATE SIGNED:</b>	04/24/2017		
<b>Total Attachments: 8</b>			
source=Intellectual Property Assignment Agreement - National Label Company#page1.tif			
source=Intellectual Property Assignment Agreement - National Label Company#page2.tif			
source=Intellectual Property Assignment Agreement - National Label Company#page3.tif			

CH \$40.00 4280203

source=Intellectual Property Assignment Agreement - National Label Company#page4.tif

source=Intellectual Property Assignment Agreement - National Label Company#page5.tif

source=Intellectual Property Assignment Agreement - National Label Company#page6.tif

source=Intellectual Property Assignment Agreement - National Label Company#page7.tif

source=Intellectual Property Assignment Agreement - National Label Company#page8.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of this 14<sup>th</sup> day of April, 2017 by and between National Label Company, a Delaware corporation (the "Assignor"), and Lux Global Label Company, LLC, a Delaware limited liability company (the "Assignee").

### WITNESSETH

WHEREAS, the Assignor (as one of the sellers) and the Assignee (as the buyer) entered into an Asset Purchase Agreement, dated as March 31, 2017 (as amended from time to time, the "Purchase Agreement"), along with James Licensing Company, a Delaware corporation, Eagle Realty Holdings, L.P., a Pennsylvania limited partnership, NLC Holdings, Inc., a Delaware corporation, National Label Company Puerto Rico, a Delaware corporation, and National Label Puerto Rico, LLC, a Delaware limited liability company (collectively, with the Assignor, the "Sellers").

WHEREAS, the Purchase Agreement provides, among other things, that the Assignor will sell and transfer all of the Intellectual Property (as defined in the Purchase Agreement) related to the business, including, without limitation, the trademarks identified on Exhibit A to this Assignment, together with all common law rights and the goodwill of the business associated therewith (collectively, the "Trademarks"), the patents and applications identified on Exhibit B to this Assignment, including and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing (collectively, the "Patents"), and the domain names identified on Exhibit C to this Assignment (the "Domains"); and

WHEREAS, the parties hereto now desire to enter into this Assignment to memorialize the sale, conveyance, assignment, transfer and delivery to the Assignee of the Trademarks, Patents and Domains listed on the Exhibits attached to this Assignment and owned by the Assignor and to record such sale, conveyance, assignment, transfer and delivery with any applicable Governmental Authority (as defined in the Purchase Agreement).

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably sells, transfers, assigns, conveys, delivers and sets over to the Assignee, its successors and assigns, without reservation of any right, title or interest, all right, title and interest in, to and under the Trademarks, any and all applications and registrations therefore, including, but not limited to, (a) the applications and registrations identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Trademarks, (b) all common law rights and

goodwill associated with the Trademarks; and (c) the right to recover damages for any and all past infringement.

2. The Assignor hereby irrevocably sells, transfers, assigns, conveys, delivers and sets over to the Assignee all of the Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. The Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office and any foreign authority relating to any foreign Trademarks or Patents to transfer all registrations and pending applications for the Trademarks or Patents to the Assignee as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct, in accordance with this Assignment.

4. The Assignor hereby sells, transfers, assigns, conveys, delivers and sets over to the Assignee all of the Assignor's rights, titles and interests in and to the Domains, together with the goodwill of the business in connection with which the Domains are used, and including the right to bring an action for any and all past infringement of the rights being assigned and the right to collect and retain any proceeds therefrom, and any priority right that may arise from any such Domains and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for the Assignee's own use and enjoyment and for the use and enjoyment of the 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 had not been made.

5. Assignor agrees to release and transfer possession and control of the Domains to Assignee by initiating the transfer with the current registrar of the Domains and performing, following or cooperating with Assignee on all procedures and actions specified by the registrar and completing any documents or forms that may be required by the registrar, including, as necessary, executing said documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to the registrar, with copies to Assignee.

6. The Assignor shall provide to the Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at the Assignee's request (including, without limitation, the execution and delivery of any and all assignment documents, affidavits,

declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required) in connection with: (1) the implementation, perfection or recording of this Assignment in the United States and any and all applicable foreign jurisdictions; (2) the preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (3) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Trademarks or Patents, including, but not limited to, testifying as to any facts relating to the rights assigned in this Assignment; (4) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Trademarks or Patents and this Assignment; and (5) obtaining any additional protection that the Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

7. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

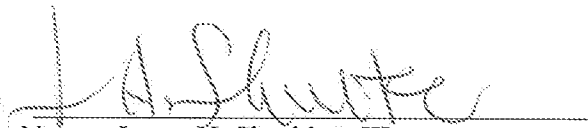
8. This Agreement is delivered pursuant to and is subject to the terms and conditions of the Purchase Agreement.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day, month and year first above written.

ASSIGNOR:

**NATIONAL LABEL COMPANY**

By:   
Name: James H. Shacklett, III  
Title: Chief Executive Officer

ASSIGNEE:

**LUX GLOBAL LABEL COMPANY, LLC**

By: \_\_\_\_\_  
Name: Steven H. Rosen  
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day, month and year first above written.

ASSIGNOR:

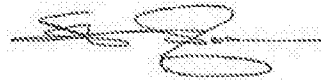
**NATIONAL LABEL COMPANY**

By: \_\_\_\_\_

Name: James H. Shacklett, III  
Title: Chief Executive Officer

ASSIGNEE:

**LUX GLOBAL LABEL COMPANY, LLC**



By: \_\_\_\_\_

Name: Steven H. Rosen  
Title: President

**EXHIBIT A**

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>
Mirror Lux	85/133259	4,280,203



**EXHIBIT B**

U.S. Patent No. 6,905,746

U.S. Patent No. 6,955,000

U.S. Patent No. 7,374,633

U.S. Patent No. 6,770,345

U.S. Patent No. 8,671,599

U.S. Patent No. 7,114,446

U.S. Application No. 11/351937

U.S. Application No. 11/367011

U.S. Application No. 11/455926

U.S. Application No. 11/482095

U.S. Application No. 11/522155

U.S. Application No. 11/607495

U.S. Application No. 11/803685

U.S. Application No. 11/903516

**EXHIBIT C**

www.nationallabel.com