

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436453

<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>
Prestige Cosmetics Corporation		09/19/2016	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caret Corporation		
<b>Street Address:</b>	101 E. Main Street, Building 12		
<b>City:</b>	Little Falls		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07424		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2086879	PRESTIGE	
<b>Registration Number:</b>	4331829	TOTAL INTENSITY	
<b>Registration Number:</b>	3651569	TOTAL INTENSITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5164311127		
<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>	516-431-1177		
<b>Email:</b>	office@galganoiplaw.com		
<b>Correspondent Name:</b>	Galgano IP Law PLLC		
<b>Address Line 1:</b>	20 W. Park Ave., Suite 204		
<b>Address Line 4:</b>	Long Beach, NEW YORK 11561		
<b>NAME OF SUBMITTER:</b>	Thomas M. Galgano		
<b>SIGNATURE:</b>	/tmg/		
<b>DATE SIGNED:</b>	07/25/2017		
<b>Total Attachments: 3</b>			
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OP \$90.00 2086879

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** ("Assignment") is made and entered into as of the 19th day of September, 2016 ("Effective Date"), by and between PRESTIGE COSMETICS CORPORATION, a Florida corporation ("Assignor"), and CARET CORPORATION, a New Jersey corporation ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 19, 2016 (the "Asset Purchase Agreement"), pursuant to which Assignor agreed to convey certain assets to Assignee; and

**WHEREAS**, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, Assignor's entire right, title and interest in and to the Seller Acquired Intellectual Property (as defined in the Asset Purchase Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, all of Seller's rights, title and interest in and to (a) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing throughout the world; (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (d) all industrial designs and any registrations and applications therefor throughout the world; (e) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (f) all databases and data collections and all rights therein throughout the world; (g) all moral and economic rights of authors and inventors, however denominated, throughout the world; and (h) any similar or equivalent rights to any of the foregoing anywhere in the world, in each case relating solely to the names "Total Intensity" and "Prestige", and including the Registered Intellectual Property described on Schedule A attached hereto (the "Acquired Intellectual Property").

Assignor further authorizes the United States Patent and Trademark Office and any other issuing authority to record all of the Acquired Intellectual Property and title thereto as the property of Assignee in accordance with the terms of this instrument; and Assignor further authorizes Assignee to file and prosecute any United States or foreign applications for patent, trademark or copyright registrations relating to the Acquired Intellectual Property in Assignee's own name. Assignor shall take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee's reasonable request to more fully and effectively effectuate the purposes of this Assignment.

\* \* \* \* \*

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

Mark	Jurisdiction	Serial No/ Filing Date	Reg. No/ Reg. Date
Total Intensity	U.S.	85728030 9/13/2012	4331829 5/7/2013

Mark	Jurisdiction	Serial No/ Filing Date	Reg. No/ Reg. Date
Prestige	U.S.	74802511 5/23/1994	2086879 8/12/1997

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed and executed as of the Effective Date.

ASSIGNOR:

PRESTIGE COSMETICS CORPORATION

By: 

Name: Jacques Cohen

Title: President