

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diversified Global Technologies, LLC		11/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rosenthal & Rosenthal, Inc.		
Street Address:	1370 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3873701	IT'S NOT THE MAKEUP -- IT'S THE BRUSHES	
Registration Number:	3825527	DESIGNER PERFECT	
Registration Number:	3821805	UPSTAGE	
Registration Number:	4139546	BEAUTY FOCUS	
Registration Number:	4713132	BEAUTY FOCUS	
Registration Number:	3847416	UPSTAGE	
Registration Number:	4136077	INFUSION+	
Registration Number:	3910985	SOFTEX	
Registration Number:	3776399	BEAUTY ACCENTS	
Registration Number:	3722866	BODY ELEMENTS	
Registration Number:	3558770	LITTLE SQUIRT	
Registration Number:	3419998	POSH	
Registration Number:	3363119	BEAUTY ELEMENTS	
Registration Number:	3363118	BEAUTY ELEMENTS	
Registration Number:	3360115	SKIN PERFECT	
Registration Number:	3341550	SKIN PERFECT	
Registration Number:	3341549	SKIN PERFECT	
Registration Number:	3009950	BEAUTY BASICS	
Registration Number:	4348663	JUST FOR YOU	
TRADEMARK			

OP \$640.00 3873701

Property Type	Number	Word Mark
Registration Number:	2069722	PURECELL
Registration Number:	3457569	ULTRALON
Registration Number:	4538104	SOAPCENTER
Registration Number:	4649468	LATHERLAYER
Registration Number:	5470278	PETAL PLUG
Registration Number:	5358777	SMART POUF

CORRESPONDENCE DATA

Fax Number: 2032984832
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.
Phone: 2032984830
Email: trademark@ipattorneysgroup.com
Correspondent Name: David Chen of IP Attorneys Group, LLC
Address Line 1: 16 Oxford Road
Address Line 4: Milford, CONNECTICUT 06460

NAME OF SUBMITTER:	David Chen
SIGNATURE:	/David Chen/
DATE SIGNED:	01/17/2020

Total Attachments: 4
source=IP Assignment DGT to Rosenthal#page1.tif
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Exhibit 2.7(a)(iii)
IP Assignment Agreement

This IP Assignment Agreement ("Assignment") is entered into by and between Diversified Global Technologies, LLC ("DGT"), a Delaware limited liability with its principal offices at 128 Singleton Street, Woonsocket, Rhode Island 02895, and Rosenthal & Rosenthal, Inc. ("Rosenthal"), a New York corporation with its principal offices at 1370 Broadway, New York, New York 10018 pursuant to and subject to the certain Asset Purchase Agreement dated November 15, 2019 by and among DGT and Diversified Distribution Group, LLC, J.K.A., Inc., Janice Kepner Ajootian and Wayne Michael Celia.

WHEREAS, DGT, (the "**Assignor**"), is the owner of the Trademark Registrations, including those listed in Attachment A ("Trademarks");

WHEREAS, DGT, is the owner of the Issued Patents, including those listed in Attachment B ("Patents") and

WHEREAS, Rosenthal, (the "**Assignee**") is desirous of acquiring said Trademarks and said Registrations thereof, together with the goodwill of the business in connection therewith and said Patents.

NOW, THEREFORE, for good and valuable consideration furnished by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby:

1. Sell, assign and transfer unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby, including all claims for and rights to sue and recover damages and profits for all past, present, and future infringements thereof, all for the Assignee's use and for the use of its successors and assigns.

2. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and

discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent.

3. Authorize Assignee to file patent applications in any or all countries on any or all said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

4. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as Assignee of the entire right, title and interest therein or otherwise as Assignees may direct.

5. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries and that we have good right to assign the same to Assignee without encumbrance.

6. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignees' request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IP ASSIGNMENT AGREEMENT

7. The Assignor further agrees that it will execute and deliver to Assignee any additional documents that may be required to complete the terms of this Assignment.

Dated: November 15, 2019

DIVERSIFIED GLOBAL TECHNOLOGIES, LLC

Signature: Wayne M. C. C.

Name: Wayne M. C. C.

Title: Pres & CEO

[IP Assignment Agreement]

TRADEMARK
REEL: 006841 FRAME: 0050

IP Assignment and Assumption Agreement Attachment A

Mark	Intl Class	Country	File Date	Appl./Serial No.	Reg. Date	Reg. No.	Status	
IT'S NOT THE MAKEUP-IT'S THE BRUSHES	021	US	2/11/2007	77104626	11/9/2010	3873701	REGISTERED	
DESIGNER PERFECT	021	US	8/15/2007	77256404	7/27/2010	3825527	REGISTERED	
UPSTAGE and design	021	US	12/23/2009	77899754	7/20/2010	3821805	REGISTERED	
BEAUTY FOCUS	010	US	2/26/2010	77945970	5/8/2012	4139546	REGISTERED	
BEAUTY FOCUS	021	US	6/4/2013	85950129	3/31/2015	4713132	REGISTERED	
UPSTAGE	021	US	12/23/2009	77899755	9/14/2010	3847416	REGISTERED	
INFUSION+	021	US	6/11/2010	85060464	5/1/2012	4136077	REGISTERED	
SOFTX	021	US	6/11/2010	85060459	1/25/2011	3910985	REGISTERED	
BEAUTY ACCENTS	021	US	8/17/2006	78954563	4/13/2010	3776399	REGISTERED	
BODY ELEMENTS	021	US	8/9/2007	77251134	12/8/2009	3722866	REGISTERED	
LITTLE SQUIRT	021	US	1/19/2008	77376101	1/6/2009	3558770	REGISTERED	
POSH	021,024	US	6/19/2005	78653777	5/27/2014	3419998	REGISTERED	
BEAUTY ELEMENTS	021	US	5/15/2004	78419437	1/1/2008	3363119	REGISTERED	
BEAUTY ELEMENTS	020	US	5/15/2004	78419435	1/1/2008	3363118	REGISTERED	
SKIN PERFECT	003	US	12/23/2002	76479075	12/25/2007	3360115	REGISTERED	
SKIN PERFECT	008	US	1/5/2006	78786072	11/20/2007	3341550	REGISTERED	
SKIN PERFECT	021	US	1/5/2006	78786065	11/20/2007	3341549	REGISTERED	
BEAUTY BASICS	021	US	4/24/2003	76509993	11/1/2005	3009950	REGISTERED	
JUST FOR YOU	021	US	10/6/2010	85146611	6/11/2013	4348663	REGISTERED	
Goods amended to "facial sponges for applying make-up; wedges comprised of plastic and latex rubber or foam materials used for applying makeup"								
PURECELL	021	US	7/11/1996	75132241	6/10/1997	2069722	REGISTERED	
ULTRALON	021	US	10/31/2007	77318279	7/1/2008	3457569	REGISTERED	
SOAPCENTER	021	US	5/10/2011	85316790	5/27/2014	4538104	REGISTERED	
LATHERLAYER	021	US	5/10/2011	85316792	12/2/2014	4649468	REGISTERED	
PETAL PLUG	011	US	6/30/2016	87089899	5/15/2018	5470278	REGISTERED	
SMART POUF	021	US	4/18/2017	87415091	12/19/2017	5358777	REGISTERED	
POSH	021	CN	11/5/2013	13483849	6/21/2016	13483849	REGISTERED	
TIMELESS BEAUTY	021	CN	4/27/2011	9395877	5/14/2012	9395877	REGISTERED	
PURECELL and design	021	CN		9448848	1/7/2014	9448848	REGISTERED	
ULTRALON and design	021	CN	5/11/2011	9448847	1/7/2014	9448847	REGISTERED	
POSH (stylized)	021	CN	11/5/2013	13483850	6/21/2016	13483850	REGISTERED	