

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Packaging Group, Inc.		03/28/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Bentley Laboratories LLC		
Street Address:	111 Fieldcrest Avenue		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08837		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3731036	SS STATUS FOR MEN SS	
Registration Number:	4068373	SUNSATIONS	
Registration Number:	3425380	SKIN SYMMETRY	
CORRESPONDENCE DATA			
Fax Number:	7322246599		
<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:	732-741-3900		
Email:	mskrocki@ghclaw.com		
Correspondent Name:	Melissa V. Skrocki		
Address Line 1:	125 Half Mile Road		
Address Line 4:	Red Bank, NEW JERSEY 07701		
ATTORNEY DOCKET NUMBER:	13584-0017		
NAME OF SUBMITTER:	Melissa Skrocki		
SIGNATURE:	/Melissa V. Skrocki/		
DATE SIGNED:	03/29/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of March 28, 2016 (the "Effective Date"), is made by and between Alliance Packaging Group, Inc., a corporation incorporated under the laws of the state of Wisconsin (hereinafter referred to as the "Assignor" or "Alliance") with its principal place of business at 420 Technology Way, Saukville, Wisconsin 53080, to Bentley Laboratories LLC, a Delaware limited liability company with its principal place of business at 111 Fieldcrest Avenue, Edison, New Jersey, 08837 (hereinafter referred to as the "Assignee" or "Bentley").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 28, 2016 (the "Purchase Agreement");

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, including without limitation, the Trademarks (defined below) together with all of the assets of the ongoing and existing business to which such Trademarks pertain; and

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in connection with the consummation of the transactions contemplated by the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the following (collectively, the "Assigned IP"):
 - a. the trademarks set forth on Schedule 1 hereto, including, without limitation, all registrations and applications with respect thereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks");
 - b. all rights of any kind whatsoever of Seller accruing under the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks; and
 - d. any and all claims and causes of action with respect to the Trademarks, whether accruing before, on, and/or after the Effective Date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for

past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office to record this Assignment and hereby represents and warrants that the Assignor have the full right to convey the entire interest herein assigned.

3. Assignor agrees to execute any further lawful documents and take any other actions that the Assignee may consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the Assigned IP and to assist the Assignee in the registration, maintenance, perfection and enforcement of the Assigned IP.

4. The Assignee shall have the further unrestricted right to assign or otherwise dispose of the Assigned IP, this assignment or of any of his rights hereunder, in whole or in. This assignment shall inure to the benefit of the successors and assigns of the Assignee, and shall inure to the benefit of and be binding upon the heirs, legal representatives and assigns of the Assignor.

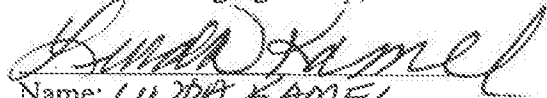
5. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey without regard to principles of conflicts of laws. The exclusive venue for any legal or other proceeding relating to any dispute arising in connection with this agreement shall be the federal or state courts in the State of new Jersey. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed and delivered and it shall be effective as of the date first written above.

ASSIGNOR:

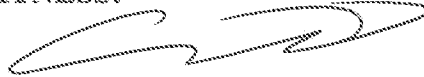
Alliance Packaging Group, Inc.



Name: LINDA KADEL

Title: PRESIDENT

WITNESS:



Name: Christopher Guido

ASSIGNEE:

Bentley Laboratories LLC

WITNESS:

By: _____

Name Brian Fitzpatrick

Title: Chief Executive Officer

Name

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed and delivered and it shall be effective as of the date first written above.

ASSIGNOR:

WITNESS:

Alliance Packaging Group, Inc.

Name:

Title:

Name:

ASSIGNEE:


WITNESS:

Bentley Laboratories LLC

By: 



Name Brian Fitzpatrick

Title: Chief Executive Officer



Name

Schedule 1 -- Trademarks

Trademark	Status
	Reg. No. 3731036
SUNSATIONS	Reg. No. 4068373
	Reg. No. 3425380

Docs #2249431-v1