

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458444

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifespan Brands LLC		01/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Scylling Inc.		
Street Address:	21 High Street, Suite 400		
City:	North Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01845		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Registration Number:	4944083	AN AMERICAN ICON SINCE 1965	
Registration Number:	2314046		
Registration Number:	5177020	BRIGHT SOURCE	
Registration Number:	4195340	CLEARVIEW	
Registration Number:	4598463	COLORMAX	
Registration Number:	4933643	DOUBLE PLAY	
Registration Number:	5192142	GLITTERMAX	
Registration Number:	2316231		
Registration Number:	1611140		
Registration Number:	4043605	LAVA	
Registration Number:	2799386	LAVA	
Registration Number:	2121684	LAVA	
Registration Number:	2972900	LAVA BRAND	
Registration Number:	852625	LAVA LITE	
Registration Number:	2733775		
Registration Number:	2591733		
Registration Number:	2113753		
Registration Number:	4450493		
Registration Number:	3094194	THE SHAPE OF COOL	
TRADEMARK			

OP \$1340.00 4944083

Property Type	Number	Word Mark
Registration Number:	0912764	THE WAVE
Registration Number:	3815790	THE ORIGINAL SHAPE OF COOL
Registration Number:	1491169	EXOTIC SANDS
Registration Number:	1649510	
Registration Number:	2334107	LAVA WORLD INTERNATIONAL
Registration Number:	2387406	WIZARD
Registration Number:	2566730	HOBBY HILL
Registration Number:	2883215	END UPS
Registration Number:	2900943	NO-KORD
Registration Number:	3017248	NO-KORD
Registration Number:	3064412	LAVARIUM
Registration Number:	3175258	WRITE ON! NEON EXPRESSIONS BOARD
Registration Number:	3287387	LAVA WORLD ONLINE
Registration Number:	3370522	LAVA BRAND
Registration Number:	3370523	LAVA BRAND
Registration Number:	3379484	LAVA BRAND
Registration Number:	3737781	BLIP
Serial Number:	86819779	LIFESPAN
Serial Number:	86819757	LIFESPAN BRANDS
Serial Number:	87398071	LITEDÉCOR
Serial Number:	87460267	LAVA INSIDERS
Serial Number:	87647212	LAVA
Serial Number:	87651489	
Serial Number:	77100464	LAVA BRAND
Serial Number:	77100509	THE SHAPE OF COOL
Serial Number:	77570219	LAVA MINIS
Serial Number:	77610765	LAVA LITE
Serial Number:	77610796	LAVA LAMP
Serial Number:	77610856	
Serial Number:	77699101	THE ORIGINAL SHAPE OF COOL
Serial Number:	78779785	LAVA BRAND
Serial Number:	78779797	LAVA BRAND
Serial Number:	78779802	LAVA BRAND
Serial Number:	85191013	PRECISION ONE

CORRESPONDENCE DATA

Fax Number: 2024202201

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.

TRADEMARK

REEL: 006251 FRAME: 0493

Phone: 202-420-2200
Email: GZicarelli@BlankRome.com
Correspondent Name: Blank Rome LLP
Address Line 1: 1825 Eye Street ,NW
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER: Gabriella E. Zicarelli

SIGNATURE: /GEZ/

DATE SIGNED: 01/17/2018

Total Attachments: 11

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “Assignment”), effective as of January 2, 2018 (the “Effective Date”), is by and between **Lifespan Brands LLC**, a Delaware limited liability company (“Assignor”), and **Schylling Inc.**, a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, on the date hereof (the “Purchase Agreement”), pursuant to which, among other things, Assignor agreed to assign all right, title and interest in the Purchased Intellectual Property (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby accepts, the entire right, title and interest in and to the Purchased Intellectual Property in the United States and all countries throughout the world, including without limitation, the intellectual property set forth on Exhibit A hereto, together with and all inventions described therein and all prior patent applications filed thereon and all non-provisional applications for patent that are converted from or claim priority to said applications, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all patents in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations, other rights from administrative proceedings and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, and all revisions thereof, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, any and all rights of recovery based on past and future infringement of the Purchased Intellectual Property and the goodwill in the Purchased Intellectual Property, free and clear of all Encumbrances. Assignor hereby incorporates by reference the representations and warranties set forth in the Purchase Agreement relating to the Intellectual Property, and further represents and warrants that Assignee will have full right, title and interest to, and 100% ownership of, the Intellectual Property.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference and the parties hereto acknowledge and agree that such representations, warranties, covenants, agreements and indemnities shall not be superseded hereby, but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Assignment delivered by facsimile, email, portable document format (PDF) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

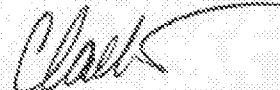
6. Further Assurances. Assignor further covenants to execute all additional instruments and to do all things necessary for carrying out the purposes of this Assignment, including without limitation, the execution, delivery and filing with all applicable governmental bodies of any and all assignments of patents, patent applications, patent rights, trademarks, trademark applications, trademark rights and other instruments of assignment, conveyance or transfer of intangible or intellectual property rights and any other documents as Assignee shall deem necessary or determined to accomplish the purpose of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the Effective Date.

ASSIGNOR:

LIFESPAN BRANDS LLC

By: 
Name: Clayton A Farnsworth
Its: President & CEO

ASSIGNEE:

SCHYLLING INC.

By: _____
Name: _____
Its: _____

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the Effective Date.

ASSIGNOR:

LIFESPAN BRANDS LLC

By: _____
Name: _____
Its: _____

ASSIGNEE:

SCHYLLING INC.

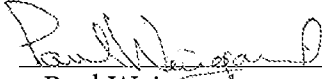
By: 
Name: Paul Weingard
Its: President

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

TRADEMARKS						
Title	Country	Status	App. No	Filing Date	Reg No	Reg. Date
An American Icon Since 1965	United States of America	Registered	86/524,320	2/4/2015	4,944,083	4/26/2016
BASE PRODUCT CONFIGURATION	United States of America	Registered	75/598,283	12/3/1998	2,314,046	2/1/2000
BRIGHT SOURCE	United States of America	Registered	86/634,514	11/10/2015	5,177,020	4/4/2017
CLEARVIEW	United States of America	Registered	85/195,471	12/10/2010	4,195,340	8/21/2012
COLORMAX	United States of America	Registered	85/962,823	6/18/2013	4,598,463	9/2/2014
DOUBLE PLAY	United States of America	Registered	86/487,599	12/22/2014	4,933,643	4/5/2016
GLITTERMAX	United States of America	Registered	86/810,225	11/5/2015	5,192,142	4/25/2017
GLOBE PRODUCT CONFIGURATION	United States of America	Registered	75/598,284	12/2/1998	2,316,231	2/8/2000
LAMP DESIGN	United States of America	Registered	73/761,875	11/4/1998	1,611,140	8/28/1990
LAMP DESIGN	United States of America	Pending	87/651,489	10/19/2017		
LAVA	United States of America	Registered	76/124,415	9/8/2000	4,043,605	10/25/2011
LAVA	United States of America	Registered	78/166,033	9/19/2002	2,799,386	12/23/2003
LAVA	United States of America	Registered	75/219,192	12/30/1996	2,121,684	12/16/1997
LAVA	United States of America	Pending	87/647,212	10/16/2017		
LAVA BRAND & DESIGN	United States of America	Registered	78/191,251	12/4/2002	2,972,900	7/19/2005
LAVA INSIDERS	United States of America	Pending	87/460,267	5/23/2017		
LAVA LITE	United States of America	Registered	72/259,746	11/30/1996	852,625	7/16/1968
LIFESPAN	United States of America	Pending	86/819,779	11/13/2015		
LIFESPAN BRANDS	United States of America	Pending	86/819,757	11/13/2015		
LITEDÉCOR	United States of America	Pending	87/398,071	4/4/2017		
MODERN LAMP DESIGN	United States of America	Registered	76/124,416	9/8/2000	2,733,775	7/8/2003
MODERN LAMP DESIGN	United States of America	Registered	78/076,332	7/30/2001	2,591,733	7/9/2002
MODERN LAMP DESIGN	United States of America	Registered	75/141,931	7/30/1996	2,113,753	11/18/1997
MODERN LAMP DESIGN	United States of America	Registered	85/883,944	3/22/2013	4,450,493	12/17/2013
THE SHAPE OF COOL	United States of America	Registered	78/460,866	8/3/2004	3,094,194	5/16/2006
THE WAVE	United States of America	Registered	72/333,927	7/30/1969	0912764	6/8/1971
LAVA	California	Registered			102766	

LAVA	Argentina	Registered	2207393	3/11/1999	1,827,055	4/27/2001
LAVA BRAND AND DESIGN	Australia	Registered		4/6/2009	1,294,625	4/16/2009
LAVA LITE	Australia	Renewed	A585271	8/25/1992	585271	12/5/1994
LAVA LITE	Benelux	Renewed	781805	6/18/1992	515471	1/4/1993
MODERN LAMP DESIGN	Benelux	Registered	0959435	3/9/2000	686976	10/1/2001
LAMP DESIGN	Brazil	Registered	821583786	4/30/1999	821583786	8/26/2003
LAVA LITE	Brazil	Published	822862700	6/23/2000	822862700	12/9/2008
ENDUPS AND DESIGN	Canada	Registered	1187465	8/18/2003	662294	4/6/2006
LAMP DESIGN CONFIGURATION	Canada	Registered	1078938	10/17/2000	619731	9/16/2004
LAVA	Canada	Renewed	1007329	3/3/1999	535433	10/23/2000
LAVA	Canada	Registered	1093258	2/19/2001	584438	6/27/2003
LAVA BRAND AND DESIGN	Canada	Registered	1177287	5/7/2003	655710	12/22/2005
LAVA LITE	Canada	Renewed	538831	3/26/1985	313640	4/25/1986
MODERN LAMP DESIGN	Canada	Registered	1078940	10/17/2000	619776	9/16/2004
THE ORIGINAL SHAPE OF COOL	Canada	Registered	1432109	3/24/2009	TMA788,811	1/27/2011
LAVA (Chinese Characters)	China (Peoples Republic)	Registered	6288286		6288286	3/28/2010
LAVA BRAND AND DESIGN	China (Peoples Republic)	Renewed	3553467	5/13/2003	3553467	8/28/2005
MODERN LAMP DESIGN	China (Peoples Republic)	Registered	4263292	9/10/2004	4263292	2/14/2007
LAVA BRAND AND DESIGN	China (Peoples Republic)	Renewed	3553460	5/13/2003	3553460	12/21/2004
LAVA	China (Peoples Republic)	Registered	9900032522	4/2/1999	1439523	8/28/2000
LAVA and DEVICE	European Community	Registered		4/18/2013	11751625	10/24/2013
LAVA	European Community	Registered	001199876	6/9/1999	001199876	12/11/2000
LAVA BRAND AND DESIGN	European Community	Registered	3227411	6/13/2003	3227411	5/9/2005
LAVA LITE	France	Renewed	92428954	7/30/1992	92428954	1/31/1994
MODERN LAMP DESIGN	France	Registered	00/6738	11/17/2000		11/17/2000
LAVA LITE	Germany	Renewed	H67660/11Wz	6/1/1992	2040426	7/14/1993
LAVA	Hong Kong	Renewed	99/02637	3/4/1999	199916579	12/21/1999
LAVA BRAND AND DESIGN	Hong Kong	Registered	300010781	4/25/2003	300010781	4/25/2003
LAVA LITE	Hong Kong	Renewed	741/94	1/20/1994	199508191	9/28/1995
LAVA	Iceland	Registered	535/1999	3/4/1999	476/1999	4/28/1999
LAVA	Japan	Registered	41073/1999	5/11/1999	4391256	6/9/2000
LAVA BRAND AND DESIGN	Japan	Registered	37205/2003	5/8/2003	4751001	2/27/2004
LAVA BRAND AND DESIGN	Korea. Republic of	Pending	40-2015-0077788	10/22/2015	40121070700	10/21/2016

LAVA	Mexico	Registered	366408	3/5/1999	644620	3/5/1999
LAVA BRAND AND DESIGN	Mexico	Registered	598927	4/30/2003	802691	8/7/2003
LAVA	New Zealand	Renewed	306484	3/12/1999	306484	11/9/2000
LAVA BRAND AND DESIGN	New Zealand	Registered	678343	5/2/2003	678343	7/5/2004
LAVA	Norway	Registered	199902342	3/8/1999	198321	7/2/1999
LAVA LITE	Norway	Renewed	940194	1/13/1994	174568	8/15/1996
LAMP DESIGN	Peru	Registered	80207	3/3/1999	58539	10/26/1999
LAVA	Peru	Registered	80206	3/3/1999	56990	3/31/1999
LAVA	Singapore	Registered	99/03003	3/26/1999	T99/03003C	6/28/2000
LAVA BRAND AND DESIGN	Singapore	Registered	T03/06031I	4/25/2003	T03/06031I	12/4/2002
LAVA BRAND AND DESIGN	Singapore	Registered	T03/06032G	4/25/2003	T03/06032G	12/4/2002
LAVA BRAND AND DESIGN	Singapore	Registered	T03/06035A	4/25/2003	T03/06035A	12/4/2002
LAVA LITE	Spain	Renewed	1721080	9/21/1992	1721080	4/20/1994
LAVA	Switzerland	Registered	4944/1999	6/4/1999	466416	11/4/1999
LAVA BRAND AND DESIGN	Switzerland	Registered	51572/2003	5/9/2003	516598	12/16/2003
LAVA LITE	Switzerland	Registered	6928/19923	8/26/1992	400133	4/22/1993
LAVA LITE	United Kingdom	Renewed	1567615	4/5/1994	1567615	4/7/1995

Title	Country	Status	App. No	Filing Date	Reg No	Reg. Date
THE ORIGINAL SHAPE OF COOL	United States of America	Cancelled			3,815,790	7/6/2010
Lava Brand Logo	United States of America	Abandoned	77/100,464	2/6/2007		
THE SHAPE OF COOL	United States of America	Abandoned	77/100,509	2/6/2007		
LAVA MINIS	United States of America	Abandoned	77/570,219	9/15/2008		
LAVA LITE	United States of America	Abandoned	77/610,765	11/10/2008		
LAVA LAMP	United States of America	Abandoned	77/610,796	11/10/2008		
Lamp Design	United	Abandoned	77/610,85	11/10/200		

	States of America		6	8		
THE ORIGINAL SHAPE OF COOL	United States of America	Abandoned	77/699,101	3/5/2009		
LAVA BRAND	United States of America	Abandoned	78/779,785	12/22/2005		
LAVA BRAND	United States of America	Abandoned	78/779,797	12/22/2005		
LAVA BRAND	United States of America	Abandoned	78/779,802	12/22/2005		
PRECISION ONE	United States of America	Abandoned	85/191,013	12/6/2010		
EXOTIC SANDS	United States of America	Abandoned			1,491,169	6/7/1988
Lamp Design	United States of America	Cancelled			1,649,510	7/2/1991
LAVA WORLD INTERNATIONAL	United States of America	Expired			2,334,107	3/28/2000
WIZARD	United States of America	Expired			2,387,406	9/19/2000
HOBBY HILL	United States of America	Expired			2,566,730	5/7/2002
ENDUPS	United States of America	Expired			2,883,215	9/7/2004
NO-KORD	United States of America	Cancelled			2,900,943	11/2/2004
NO-KORD	United States of America	Cancelled			3,017,248	11/22/2005
LAVARIUM	United States of America	Expired			3,064,412	2/28/2006
WRITE ON! NEON	United States of	Cancelled			3,175,258	11/21/2006

EXPRESSIONS BOARD	America					
LAVA WORLD ONLINE	United States of America	Cancelled			3,287,387	9/4/2007
Lava Brand Logo	United States of America	Cancelled			3,370,522	1/15/2008
Lava Brand Logo	United States of America	Cancelled			3,370,523	1/15/2008
Lava Brand Logo	United States of America	Cancelled			3,379,484	9/12/2014
BLIP		Cancelled			3,737,781	1/12/2010
LAVA LADY	European Community	Lapsed	1,164,755	5/7/1999	1,164,755	7/9/2002
VENUS LAVA LAMP	European Community	Lapsed	1,164,896	5/7/1999	1,164,896	5/15/2003
ENDUPS & Design	European Community	Lapsed	3,334,331	8/26/2003	3,334,331	7/14/2005
LAVA	United Kingdom	Lapsed	2,248,557	10/13/2000	3,334,331	12/28/2001
LAVA	Canada	Abandoned	1,430,777	3/12/2009	n/a	n/a

PATENTS

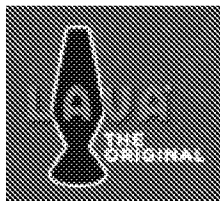
Title	Country	Status	App. No.	Filing Date	Patent Number	Issue Date
Color Changing Lighting Device	United States of America	Issued	12/057,719	3/28/2008	7,717,581	5/18/2010
Multi-Colored Lighting Device	United States of America	Issued	12/017,950	1/22/2008	7,871,173	1/18/2011
Lamp with Conical Globe	United States of America	Issued	29/578,545	9/22/2016	D800,371	10/17/2017
Lamp with Hourglass Globe	United States of America	Issued	29/578,553	9/22/2016	D800,372	10/17/2017
Dual Globe Lighting Device	United States of America	Abandoned	14/832,068	8/21/2015		

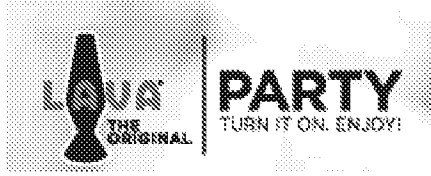
Marks Registered with U.S. Customs and Border Protection

Mark	Recordation No.	Status	Reg. No.	Exp. Date
Lamp Design	TMK 07-00779	Registered	1611140	11/28/2020
LAVA LITE	TMK 16-00614	Registered	0852625	10/16/2018
Lamp Design	TMK 07-00312	Registered	2591733	10/9/2022
Colormax	TMK 16-00606	Registered	4598463	12/2/2024
Lava Brand & Design	TMK 16-00602	Registered	2972900	10/19/2025
Clearview	TMK 16-00593	Registered	4195340	11/21/2022

Domain Name	Account No.	Points To	Folder	Aut	Expiration Date	WHOIS	WHOIS	Account Holder
lavacolossus.com	21947404	Web Forwarding	Default	On	3/21/2019	Lava World	Lava World	Lava World
lavaeurope.co.uk	21947404	Web Forwarding	Default	On	10/12/2019	Lava World	Lava World	Lava World
lavalampeurope.co.uk	21947404	Web Forwarding	Default	On	12/17/2018	Lava World	Lava World	Lava World
lavalamps.com	21947404	Web Forwarding	Default	On	11/29/2020	Peter Kuchnia	Peter Kuchnia	Lava World
lavalampstore.co.uk	21947404	Web Forwarding	Default	On	12/17/2018	Lava World	Lava World	Lava World
lavalampstore.eu	21947404	Web Forwarding	Default	On	12/17/2019	Lava World	Lava World	Lava World
lavalight.com	21947404	Web Forwarding	Default	On	4/27/2020	Lava World	Lava World	Lava World
lavalite.co.uk	21947404	Web Forwarding	Default	On	8/2/2019	Lava World	Lava World	Lava World
lavalite.com	21947404	Web Forwarding	Default	On	10/10/2020	Peter Kuchnia	Peter Kuchnia	Lava World
lavaworld.com	21947404	ADNServices	Default	On	10/8/2020	Peter Kuchnia	Peter Kuchnia	Lava World
lavaworld.info	21947404	Web Forwarding	Default	On	4/8/2020	Peter Kuchnia	Peter Kuchnia	Lava World
lavaworld.org	21947404	Web Forwarding	Default	On	6/22/2019	Lava World	Lava World	Lava World
lavaworld europe.co.uk	21947404	Web Forwarding	Default	On	10/12/2019	Lava World	Lava World	Lava World
lavaworld europe.eu	21947404	Web Forwarding	Default	On	10/12/2019	Lava World	Lava World	Lava World
lavaworldonline.com	21947404	Web Forwarding	Default	On	8/23/2020	Lava World	Lava World	Lava World
lavaworldonline.net	21947404	Web Forwarding	Default	On	8/23/2020	Lava World	Lava World	Lava World
lavaworldonline.org	21947404	Web Forwarding	Default	On	8/23/2020	Lava World	Lava World	Lava World
lifespansbrands.net	21947404	Under Construction Page	Default	On	4/1/2020	Lava World	Lava World	Lava World
lifespanshb.com	21947404	Under Construction Page	Default	On	3/9/2020	Lava World	Lava World	Lava World
lifespanshb.net	21947404	Under Construction Page	Default	On	3/9/2020	Lava World	Lava World	Lava World
lifespanshomebrands.com	21947404	Under Construction Page	Default	On	3/9/2020	Lava World	Lava World	Lava World
lifespanshomebrands.net	21947404	Under Construction Page	Default	On	3/9/2020	Lava World	Lava World	Lava World
obamalavalamp.com	21947404	Web Forwarding	Default	On	1/16/2019	Lava World	Lava World	Lava World
shapeofcool.com	21947404	Web Forwarding	Default	On	6/9/2019	Peter Kuchnia	Network	Lava World
theshapeofcool.com	21947404	Web Forwarding	Default	On	6/9/2019	Peter Kuchnia	Network	Lava World
lamplava.com	21947404	Web Forwarding	Default	On	7/8/2024	Lava World	Lava World	Lava World
lavalamp.co.uk	21947404	Web Forwarding	Default	On	7/18/2024	Lava World	Lava World	Lava World
lavalamp.com	21947404	Web Forwarding	Default	On	11/30/2023	Lava World	Lava World	Lava World
lifespansbrands.com	21947404	Web Forwarding	Default	On	9/11/2022	Lava World	Lava World	Lava World
lifespansbrandsco.cn	21947404	Web Forwarding	Default	On	8/3/2021	Lava World	Lava World	Lava World
lifespansbrandsco.com	21947404	Web Forwarding	Default	On	2/15/2026	Lava World International	Lava World International	Lava World International

Unregistered Marks





200729.00022/106467673v.4

RECORDED: 01/18/2018

**TRADEMARK
REEL: 006251 FRAME: 0505**