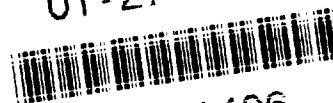


FORM PTO-1618A

Expires 06/30/99  
OMB 1651-0027

01-27-1999



100951406

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

## Submission Type



New

1-26-99



Resubmission (Non-Recordation)

Document ID #



Correction of PTO Error

Reel #

Frame #



Corrective Document

Reel #

Frame #

## Conveyance Type



Assignment



License



Security Agreement



Nunc Pro Tunc Assignment



Merger



Change of Name



Other

Effective Date  
Month Day Year

## Conveying Party



Mark if additional names of conveying parties attached

Name Trade Am International, Inc.

Execution Date  
Month Day Year  
07011998

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

TX

## Receiving Party



Mark if additional names of receiving parties attached

Name Bueno of California, Inc.

DBA/AK/A

Composed of

Address (line 1) 16000 Heron Avenue

Address (line 2)

Address (line 3) La Mirada

City

CA

State/Country

90638

Zip Code



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

CA

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/27/1999 TT011 00000155 1375870

FOR OFFICE USE ONLY

01 FC:481  
02 FC:48240.00 OP  
125.00 OP

165E

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231TRADEMARK  
REEL: 1844 FRAME: 0812

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number 212 753-7200

Name

Lawrence A Hoffman

Address (line 1)

Olshan Grundman Frome Rosenzweig & Wolosky LLP

Address (line 2)

505 Park Avenue

Address (line 3)

New York, New York 10022

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 2

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)


<u>375870</u>	<u>1149820</u>	
<u>1149819</u>	<u>2106029</u>	
<u>1290073</u>	<u>1913146</u>	

**Number of Properties**

Enter the total number of properties involved.

# 6

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lawrence A Hoffman

Name of Person Signing

Lawrence A Hoffman

Signature

1/25/99

Date Signed

**GENERAL CONVEYANCE, ASSIGNMENT  
AND BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS, that Trade Am International, Inc., a Texas corporation (the "Seller"), for good and valuable consideration received to its satisfaction from Bueno of California, Inc., a California corporation ("Buyer"), pursuant to that certain Asset Purchase Agreement dated as of July 1, 1998, by and among Buyer and Seller, as amended by that letter agreement dated as of July 1, 1998 (as amended, the "Purchase Agreement"), does hereby, convey, sell, transfer, assign and deliver to Buyer, its successors and assigns, all right, title and interest of the Seller in and to the Inventory and Trademarks (all capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement), including without limitation, the following assets:

- (a) Those items of current inventory used in connection with the Business of the Seller which are listed on **Schedule 1.1(a)** to the Purchase Agreement (the "Inventory") and including those accounts receivable arising as a result of Inventory sold by the Seller for the account of the Purchaser on or after July 1, 1998;
- (b) All patents, proprietary rights, trademarks, names, service marks, tradenames, copyrights, symbols, logos, franchises and permits used in conducting the Business of the Seller listed on **Schedule 1.1(b)** to the Purchase Agreement, including the tradenames "Marco Avane", "GAL", GAL Great American Leatherworks, Inc.", "Canvas One" and "Paradox" (collectively, the "Trademarks"), and all applications therefor, registrations thereof and licenses, sublicenses or agreements in respect thereof, which Seller owns or has the right to use or to which Seller is a party and all filings, registrations or issuances of any of the foregoing with or by any federal, state, local or foreign regulatory, administrative or governmental office and all goodwill associated with any of the foregoing; and
- (c) All goodwill associated with the Business.

TO HAVE AND TO HOLD the same, unto Buyer, its successors and assigns forever.

This General Conveyance, Assignment and Bill of Sale is being delivered subject and pursuant to the terms and conditions of the Purchase Agreement; however, the rights and obligations of the parties to the Purchase Agreement set forth in the representations, warranties, covenants, agreements and other terms and provisions thereof shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

This General Conveyance, Assignment and Bill of Sale shall be subject to and construed and enforced in accordance with the laws of the State of Georgia, except that body of law relating to choice of laws.

IN WITNESS WHEREOF, the Seller has caused this General Conveyance, Assignment and Bill of Sale to be executed on its behalf as of this 1st day of July, 1998

**TRADE AM INTERNATIONAL, INC.**

By: Ashutosh Ladha  
Name: Ashutosh Ladha  
Title: President