

FORM PTO-1584 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

ACCOLADE, INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Virginia, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: November 19, 1993

2. Name and address of receiving party(ies)

Name: Tandy Brands Accessories, Inc.

Internal Address:

Street Address: 690 E. Lamar Boulevard

City: Arlington State: TX ZIP: 7601

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

- 1,381,852, 1,383,351, 1,812,065

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Vincent A. Balardi, Esq.

Internal Address:

Morgenthau, Greenes, Goldfarb & Aronauer, P.C.

Street Address: 575 Lexington Avenue, 31st Fl.

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

6/29/1999 NTHAI1 00000144 1381852

DO NOT USE THIS SPACE

FC-401 40.00 DP, FC-402 50.00 DP

9. 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.

Doris Pooser Name of Person Signing

Signature

6/21/99 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignment, TRADEMARK

REEL: 001921 FRAME: 0147

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of November, 1993 by and among TANDY BRANDS ACCESSORIES, INC., a Delaware corporation ("Purchaser"), and ACCOLADE, INC., a Virginia corporation ("Seller"), and is joined in for certain purposes by WENDELL MINNICK, an individual ("Minnick"), and DORIS POOSER, an individual ("Pooser") (Minnick and Pooser are sometimes collectively referred to as the "Shareholders" and individually as a "Shareholder").

RECITALS

Purchaser, Seller and the Shareholders acknowledge the following:

A. Seller is engaged, among other things, in fashion research and forecasting and in the business of designing, manufacturing and selling women's accessories, womenswear and men's accessories (the "Business") from a leased facility located at 40 West 37th Street, 12th Floor, New York, New York (the "New York Facility").

B. Seller desires to sell to Purchaser and Purchaser desires to purchase and acquire from Seller all of the Purchased Assets (as hereinafter defined) and Business as of the Closing Date (as hereinafter defined), all upon the terms and conditions set forth herein.

C. Shareholders are the holders of 100% of the outstanding stock of Seller.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Transfer of Assets. On the terms and subject to the conditions of this Agreement, Seller agrees to sell, transfer, convey, deliver and assign to Purchaser, and Purchaser agrees to purchase, acquire and accept from Seller, on and as of the Closing Date, for the consideration hereinafter provided, all rights, property and assets of every kind, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent or otherwise of Seller which are owned, held or used by Seller in connection with the Business, wherever located and whether or not reflected in its books and records, other than the Excluded Assets (as hereinafter defined). The rights, property and assets to be transferred to Purchaser as set forth in the preceding sentence (the "Purchased Assets") shall include, without limitation, the following:

(a) Personal Property. All machinery, equipment, computer hardware, improvements, tools, fixtures, furniture, furnishings and other personal property, including, without limitation, the personal property listed on Schedule A hereto, and such additional personal property, including, without limitation, equipment, records, inventories, fixtures and furniture owned by Seller with respect to or for use in connection with the operation of the Business or located in or upon the New York Facility on the Closing Date.

(b) Vehicles. All automobiles, trucks, trailers, automotive equipment and other owned vehicles listed on Schedule B hereto.

(c) Intellectual Property. All domestic and foreign patents, licenses, trademarks, trade names, service marks, copyrights, proprietary computer software, government approvals, permits and authorizations (and applications for any of the foregoing) and all designs, drawings, technology, technical know-how, trade secrets, inventions, processes, formulas, ideas, work product, work in process, confidential information and other similar intangible assets, owned, held or used by Seller in connection with the Business, including, without limitation, the intangible assets and related limitations described on Schedule C hereto and the goodwill associated with all of the foregoing, provided, however, that Pooser is hereby granted a perpetual, royalty-free, non-exclusive license to refer to and, with prior written approval of Purchaser, which approval will not be unreasonably withheld, to quote from the written materials indicated by an asterisk on Schedule C. Pooser agrees that ownership of such quoted materials shall be in Purchaser and shall be attributed to Purchaser when used. Pooser also agrees hereby that any future registrations of any of the foregoing will be in the name of Purchaser.

(d) Contracts. (i) Purchase commitments for inventory entered into in the ordinary course of business; (ii) customer orders entered into in the ordinary course of business; (iii) that certain Amended and Restated Joint Venture Agreement dated as of November 19, 1993 by and between Accolade, Inc. d/b/a Always In Style and TCJC, Inc.; (iv) those contracts set forth on Schedule D hereto and (v) those contracts, leases and agreements relating to the Business providing for payment or receipt of \$5,000 or less, which are terminable without penalty with 30 days notice or less, and which were entered in the ordinary course of business (hereinafter collectively referred to as the "Assumed Contracts").

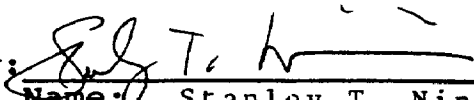
(e) Prepaid Assets. All prepaid items related to the Business that are transferable, including short rate

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day, month and year first above written.

ACCOLADE, INC.

By: _____
Name: _____
Title: _____

TANDY BRANDS ACCESSORIES, INC.

By:  _____
Name: Stanley T. Ninemire
Title: Vice President and Chief
Financial Officer


WENDELL MINNICK

DORIS POOSER

376:d931113aa.00
ACCO T0595-00400


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day, month and year first above written.

ACCOLADE, INC.

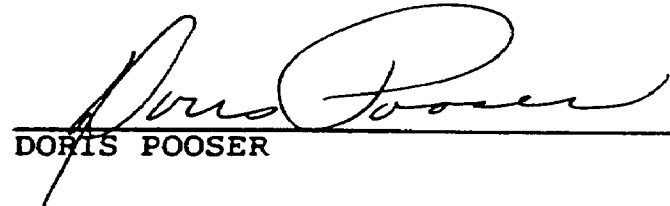
By: 
Name: WENDELL MINNICK
Title: President

TANDY BRANDS ACCESSORIES, INC.

By: _____
Name: _____
Title: _____



WENDELL MINNICK



DORIS POOSER

376:d931113aa.00
ACCO T0595-00400

INTELLECTUAL PROPERTY

Trademarks

UNITED STATES REGISTRATIONS

<u>Trademark</u>	<u>Application No./ Registration No.</u>	<u>Date of Filing/ Registration</u>
ALWAYS IN STYLE	1,381,852	02/04/86
ALWAYS IN STYLE	1,383,351	02/18/86
ALWAYS IN STYLE	1,418,410	11/25/86 (*C)
ALWAYS IN STYLE	1,465,104	11/17/87
ALWAYS IN STYLE	1,478,192	03/01/88
MUST HAVES BY DORIS POOSER and Design	74/333,266	11/20/92 (*A)
MUST HAVES DORIS POOSER and Design	74/333,267	11/20/92
PRIVATE PLAN	74/066,882	06/07/90 (*A)
PRIVATE PLAN	74/066,883	06/07/90 (*A)
PRIVATE PLAN	1,678,030	03/03/92
STYLEFAX	1,486,111	04/26/88

*C - registered mark subsequently cancelled.

*A - applied for mark subsequently abandoned.

Copyrights

UNITED STATES REGISTRATIONS

<u>Work</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Successful Style: A Man's Guide to a Complete Professional Image/Doris Pooser	TX2798723	04/10/90
Always in Style by Doris Pooser	TX3193362	08/06/91
Secrets of Style: Your Personal Profile/ Doris Pooser	TX3360053	07/01/92