

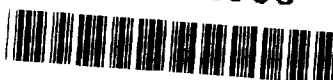


07-05-2000

U.S. Patent & TMOic/TM Mail Rcpt Dt. #61

REC

08-01-2000



ET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

TRADEMARK

101419567

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

Submission Type

☒ New
☐ Resubmission (Non-Recordation)
Document ID # _____
☐ Correction of PTO Error
Reel # _____ Frame # _____
☐ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

☒ Assignment ☐ License
☐ Security Agreement
☐ Merger
☐ Change of Name
☐ Other _____
Effective Date
Month Day Year
07/01/98

Conveying Party

☐ Mark if additional names of conveying parties attachedName Trade Am International, Inc.Execution Date
Month Day Year
07/01/98☐ Formerly _____☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation☐ Association ☐ Other _____☒ Citizenship/State of Incorporation/Organization Texas

Receiving Party

☐ Mark if additional names of receiving parties attachedName Bueno of California, Inc

DBA/AKA/TA _____

Composed of _____

Address (line 1) 14344 Carmenita Road

Address (line 2) _____

Address (line 3) Norwalk, California 90650

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ 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
☒ Corporation ☐ Association

☐ Other _____☒ Citizenship/State of Incorporation/Organization Delaware

08/01/2000 DNGUYEN 00000076 1913146

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 100.00 OPMail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231TRADEMARK
REEL: 002112 FRAME: 0723

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 (202) 467-7517

Name Carole R. Klein, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP, Attn: TMSU

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036-5869

Pages

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

3

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

Trademark Application Number(s)

Registration Number(s)

1,913,146
1,375,870
1,149,819
1,149,820
2,106,029

Number of Properties Enter the total number of properties involved. 5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

Method of Payment: Enclosed _____

Deposit Account X

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

Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes X 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.

Carole R. Klein
Name of Person Signing

Carole R. Klein
Signature

7/5/2000
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, trade names, copyrights, symbols, logos, franchises and permits used in conducting the Business of the Seller, 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, listed on **Schedule 1.1(b)** to the Purchase Agreement; 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

Schedule 1.1(b)

Patents, Trademarks, and Copyrights

Marco Avane

GAL

GAL Great American Leatherworks, Inc.

Canvas One

Paradox