

FC RM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

10-05-2000



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
**TRADEMARK**

RI

101479845  
TRADEMARKS ONLY

IEET

8-21-00

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

**Submission Type**

☐ New  
☒ Resubmission (see attached)  
☐ 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 attached

Name Trade Am International, Inc.  
☐ Formerly \_\_\_\_\_

Execution Date  
Month Day Year  
07/01/98

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation

☐ Association ☐ Other

☒ Citizenship/State of Incorporation/Organization Texas

1913146

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name 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

10/05/2000 GTOM11 00000069 134520 1913146

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 100.00 CH

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

**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

8/21/2000

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 <sup>Delaware</sup> ~~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:

*See*  
August 15, 2000

(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

199664.1

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

0012

1800 M Street, N.W.  
Washington, D.C. 20036-5869  
202-467-7000  
Fax: 202-467-7176

**Morgan, Lewis  
& Bockius LLP**  
C O U N S E L O R S   A T   L A W

**Carole R. Klein**  
(202) 467-7517  
CRKLEIN@MLB.COM

July 5, 2000

**VIA HAND DELIVERY**

Commissioner for Trademarks  
Box Assignments  
2900 Crystal Drive  
Arlington, Virginia 22202-3513  
**Attention: Assignment Branch**

RECEIVED

JUL 14 2000

MORGAN, LEWIS & BOCKIUS LLP  
TMSU

Re:    Recordation of Trademark Assignment  
      Our Refs.: 49490-0012 thru -0016

Dear Madam:

We enclose for recording at the Assignment Branch, a copy of the trademark assignment ("Assignment") between Trade Am International, Inc. and Bueno of California, Inc. This document is being filed to update record title to the five (5) registrations listed on the attached schedule to the Assignment.

The details of this recording are set out on the enclosed Recordation Form Cover Sheet in compliance with Patent and Trademark Office rules. We also enclose a check in the amount of \$140.00 to cover the filing fee for this request. Any additional fees should be charged to the deposit account of Morgan, Lewis & Bockius LLP, Account No. 13-4520.

Please call me if you have any questions concerning this filing. Thank you for your assistance.

Sincerely,

*Carole R. Klein*

Carole R. Klein

Enclosures

cc:    T.S. Saeki (w/ encls.)

REVIEWED  
BY DOCKETING

*amb*

1-WA/1438981.1

Philadelphia	Washington	New York	Los Angeles	Miami	Harrisburg	Pittsburgh	Princeton
	London	Brussels	Frankfurt	Tokyo	Singapore	Jakarta	

**TRADEMARK**  
**REEL: 002151 FRAME: 0790**

RECEIVED

JUL 7 2000

MORGAN, LEWIS & BOCKIUS LLP  
TMSU

PATENT AND TRADEMARK OFFICE ACKNOWLEDGEMENT CARD

I. Application

- ☐ A. Base  
    ☐ 1. Use  
    ☐ 2. Intent to Use  
    ☐ 3. Section 44  
☐ B. Specimens  
☐ C. Certified Copy of Foreign Registration  
☐ D. Drawing  
☐ E. Self-addressed, stamped Blue Card

II. Prosecution Documents

- ☐ A. Request for Correction of:  
    ☐ 1. Registration  
    ☐ 2. Filing Receipt  
☐ B. Response to Office Action  
☐ C. Certified Copy of Foreign Registration  
☐ D. Request for Extension of Time:  
    ☐ 1. To File Statement of Use  
    ☐ 2. Pending Acceptance of  
        State of Use  
☐ E. Statement of Use  
☐ F. Amendment to Allege Use  
☐ G. Specimens

III. Post Registration

- ☐ A. Section 8 Declaration  
☐ B. Section 8 & 15 Declaration  
☐ C. Section 9 Renewal  
☐ D. Specimens

File No. 49490-0012 thru |-0016

Mark: recognition of  
trademark  
assignment

Att'y Carole R. Klein

Client Buono of  
California, Inc.

Billing No. 49490-0003

Docket: \_\_\_\_\_

IV. Assignments

- ☒ A. Assignment Agreement (Number of  
    Marks Covered 5)  
☐ B. Security Interest Agreement  
    (Number of Marks Covered     )  
☐ C. Change of Name, Mergers or Other  
    Transfer Document  
☐ D. Power of Attorney and Appointment  
    of Domestic Representative  
☒ E. TD Recordation Form

V. Inter Parties Proceedings

- ☐ A. Request for      Day Extension  
    of Time to File Opposition (orig. + 2)  
☐ B. Notice of Opposition (orig. + 1)  
☐ C. Petition to Cancel (orig. + 1)  
☐ D. Certified Copies of U.S. Registration  
    No(s)       
☐ E. Certificate of Service  
☐ F. Motion

VI. Payment

☒ Check No. 105803 for  
    \$ 140.00

VII. Other

- ☒ A. Cover Letter

☐ B. \_\_\_\_\_

Ser. No. \_\_\_\_\_

Reg. No. \_\_\_\_\_

Opp./Canc. No. \_\_\_\_\_

Date: 7/5/2000

Leg. Asst. Imah

Attorney: CRK

Secretary: \_\_\_\_\_

49490-0012

REVIEWED  
BY DOCKETING

TRADE  
REEL: 002151

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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Execution Date  
Month Day Year  
07/01/98

☐ Formerly \_\_\_\_\_

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation

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☒ Citizenship/State of Incorporation/Organization Texas

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

**TRADEMARK**  
**REEL: 002151 FRAME: 0792**



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

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Registration Number(s)

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1,149,819  
1,149,820  
2,106,029

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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

Signature

7/5/2000

Date Signed

# COPY

## 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