

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tandy Leather Company, Inc.		07/31/2006	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Tandy Leather Factory, Inc.		
Street Address:	3847 East Loop 820 South		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76119		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1603278	TANDY'S PRO DYE SOLVENT	
CORRESPONDENCE DATA			
Fax Number:	(817)377-1120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8173770060		
Email:	slawrence@loewarren.com		
Correspondent Name:	Stephen D Lawrence		
Address Line 1:	PO Box 100609		
Address Line 4:	Fort Worth, TEXAS 76185		
ATTORNEY DOCKET NUMBER:	TLF-TM		
NAME OF SUBMITTER:	Stephen D Lawrence		
Signature:	/Stephen D Lawrence/		
Date:	07/31/2006		

OP \$40.00 1603278

Total Attachments: 15

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ASSIGNMENT OF REGISTERED TRADEMARKS

MARKS: TANDY'S PRO DYE SOLVENT
U.S. Registration No. 1603278
Registered on June 26, 1990

ASSIGNOR: Tandy Leather Company, Inc., a Nevada corporation
3847 East Loop 820 South
Fort Worth, Texas 76105

ASSIGNEE: Tandy Leather Factory, Inc., a Delaware corporation
3847 East Loop 820 South
Fort Worth, Texas 76105

Assignor is, and has been, the owner of each of the registered trademarks shown above since at least November 30, 2000.

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor grants and assigns to Assignee all of Assignor's interest in the trademarks and their registrations, together with all that part of the goodwill of Assignor's business connected with the use of said marks.

TANDY LEATHER COMPANY, INC., a Nevada corporation,

By: William M. Warren
William M. Warren,
Secretary

STATE OF TEXAS §
COUNTY OF TARRANT §

Subscribed to and sworn before me this 31st day of July, 2006.



Barbara M. Marvin
Notary Public, State of Texas

**AFFIDAVIT EVIDENCING CHAIN OF
TITLE OF REGISTERED TRADEMARK**

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared William M. Warren, known to me to be the person whose name is subscribed below, who, being by me duly sworn, did, upon his oath, say the following:

“My name is William M. Warren, and I am the Secretary of Tandy Leather Company, Inc., a Nevada corporation.

“The documents attached hereto are true and correct copies of the following:

1. Assignment of Trademarks and Intellectual Property;
2. Bill of Sale and Assignment of Trademarks and Intellectual Property;
3. Certificate of Amendment of Tandy Leather Company, Inc., formerly Leather Tan Acquisition, Inc.;
4. Articles of Conversion of Tandy Leather Company, Inc., a Texas Corporation, into Tandy Leather Company, L.P.;
5. Certificate of Limited Partnership for Tandy Leather Company, L.P.; and
6. Assignment of Registered Trademark.

“On November 29, 2000, TAC Holdings, Inc., a Delaware corporation, assigned and transferred to TLC Direct, Inc., all of its rights and interest in the mark Tandy Pro Dye Solvent, U.S. Registration No. 1603278, including all of the goodwill associated with that mark. See Attachment “1.”

“On November 30, 2000, as part of an asset purchase transaction, TLC Direct, Inc., transferred and sold all of its rights and interest in the Tandy Pro Dye Solvent mark, which TLC Direct previously acquired from TAC Holdings, to Leather Tan Acquisition, Inc., a Texas corporation. See attachment “2.”

“Subsequently, Leather Tan Acquisition, Inc., changed its corporate name to Tandy Leather Company, Inc., and this name change was accomplished by filing Articles of Amendment to its Articles of Incorporation. On December 19, 2000, the Secretary of State of Texas issued a Certificate of Amendment certifying the corporate name change. See Attachment “3.”

“On December 27, 2000, Tandy Leather Company, Inc. (Formerly Leather Tan Acquisition, Inc.), filed its Articles of Conversion of Tandy Leather Company, Inc., into Tandy Leather Company, L.P., changing the form of the entity from a Texas corporation to a Texas limited partnership. As a result of the conversion, all right, title, and interests to all property owned by Tandy Leather Company, Inc., continued to be owned by Tandy Leather Company, L.P., without reversion or impairment. See Attachment “4.”

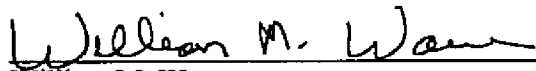
“At this time, Tandy Leather Company, L.P., is a wholly-owned and operated subsidiary of Tandy Leather Company, Inc., a Nevada corporation. Tandy Leather Company, Inc., a Nevada corporation, is the General Partner of Tandy Leather Company, L.P. See Attachment “5.”

"On July 20, 2005, Tandy Leather Company, L.P., executed an Assignment of Registered Trademark, assigning and transferring all of its rights and interest in the Tandy Pro Dye Solvent mark, including all of the associated goodwill, to its parent, Tandy Leather Company, Inc., a Nevada corporation. See Attachment "6."

"Tandy Leather Company, Inc., a Nevada corporation, is the owner of the mark Dr. Jackson's Hide Rejuvenator and is the applicant of that mark's associated U.S. trademark application, Serial No. 76388597, presently on file with the United States Patent and Trademark Office.

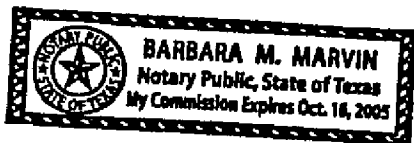
"The above statements are all true, correct, and of my own personal knowledge."

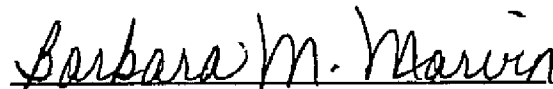
Executed on July 21, 2005, at Fort Worth, Texas.



William M. Warren,
Secretary
Tandy Leather Company, Inc.,
a Nevada corporation

Subscribed and sworn to before me, a Notary Public in and for the State of Texas, this the 21 day of July, 2005.





Notary Public
State of Texas

ASSIGNMENT OF TRADEMARKS AND INTELLECTUAL PROPERTY

This Assignment of Certain Trademarks and Intellectual Property ("Agreement"), by and among TLC Direct, Inc. ("TLC") and Tandy Leather Dealer, Inc. ("Dealer"), with their principal place of business at 1400 Everman Parkway, Fort Worth, Texas, 76140, and TAC Holdings, Inc. ("TAC"), with its principal place of business as 300 Delaware Avenue, Wilmington, Delaware 19801, is effective as of November 29, 2000. Both TLC and Dealer do business as Tandy Leather and shall be collectively referred to as "Tandy Leather". Tandy Leathers, Inc. signs this Agreement solely to indicate its agreement to paragraphs 3 and 6 only.

Whereas, TLC, Dealer and TAC have obtained certain trademark registrations for the trademarks used by Tandy Leather.

Whereas, pursuant to certain agreements, TLC and Dealer have assigned certain marks to TAC and TAC has licensed certain marks to Tandy Leather;

Whereas, TAC, TLC and Dealer wish to terminate such agreements and assign all of TAC's rights in certain marks to TLC, as more specifically set forth below.

Now, therefore, for good and valuable consideration, the parties agree as follows:

1. TLC, Dealer and TAC Holdings hereby terminate that certain Operating Agreement, that certain Assignment Agreement, and that certain License Agreement between the parties hereto, and any predecessor and successor agreements related thereto, effective as of the date of this Agreement.
2. TAC hereby sells, transfers and assigns to TLC all of TAC's rights, title and interest in all of the trademarks, copyrights and other intellectual property rights used by Tandy Leather or otherwise owned by Tandy Leather, whether registered or not, including but not limited to the intellectual property listed in the Asset Purchase Agreement by and between TLC, Dealer and Leather Tan Acquisition, Inc., dated November 30, 2000 (the "Asset Purchase Agreement") and Exhibits "A" and "B" thereto, together with the goodwill connected with and symbolized by such Intellectual Property ("Intellectual Property") and all of its rights to damages or profits, due or accrued, arising out of any infringement of such Intellectual Property rights or injury to said goodwill and the right to sue for and recover same in TLC's own name.
3. To the extent that Tandy Leathers, Inc. has any rights to the Intellectual Property relating solely to Tandy Leather, Tandy Leathers, Inc. hereby sells, transfers and assigns to TLC all of its rights, title and interest to such Intellectual Property whether registered or not, including but not limited to the Intellectual Property listed in the Asset Purchase Agreement and in Exhibits A and B thereto, together with the goodwill connected with and symbolized by such Intellectual Property, and all of its rights to damages or profits, due or accrued, arising out of any infringement of such Intellectual Property rights or injury to said goodwill and the right to sue for and recover same in TLC's own name. Notwithstanding the above, Tandy Leathers is not selling, transferring or assigning its rights, title and interest in the trademarks and rights relating to "Tandy Leathers", "Tandyarts" and other similar or derivative names.

ATTACHMENT "1"

4. Tandy Leather hereby agrees to transfer, and will cause to be transferred and delivered, to TAC Holdings all of its shares of stock in TAC Holdings, Inc.

5. TAC represents and warrants to TLC and Dealer that it has title to or interest in the Intellectual Property, that it has the right and power to transfer the Intellectual Property to TLC, that this Agreement is valid and enforceable in accordance with its terms, and that this Agreement is binding upon TAC.

6. Tandycrafts, Inc. represents and warrants to TLC that to the extent Tandycrafts, Inc. has Intellectual Property relating solely to Tandy Leather, that it has the right and power to transfer the Intellectual Property to TLC, that this Agreement is valid and enforceable in accordance with its terms, and that this Agreement is binding upon Tandycrafts, Inc. This warranty is given in contemplation of the closing of the Asset Purchase Agreement and may be relied upon and enforced by the parties to said Agreement or by their successors.

7. The Agreement, and its validity, performance, construction and effect, shall be governed by the laws of the State of Texas. This Agreement may be executed in counterparts, each of which when executed and taken together shall constitute an original and but one and the same Agreement.

In Witness Hereof, the parties sign and execute this Agreement on November 29, 2000.

Tandy Leather Dealer, Inc.:

By: Jim Wood

Its: President / Director

TLC Direct, Inc.

By: [Signature]

Its: President

TAC Holdings, Inc.:

By: Brenda Barnes

Its: President

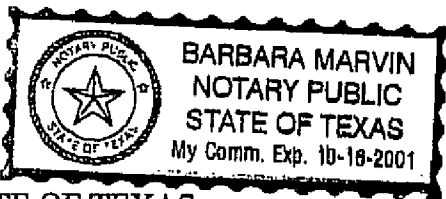
Tandycrafts, Inc. (as to paragraphs 3 and 6 only)

By: [Signature]

Its: Chairman COO

STATE OF TEXAS §
COUNTY OF TARRANT §

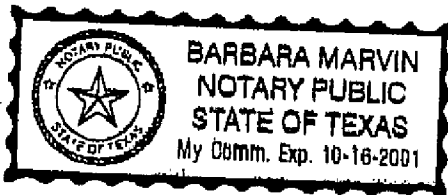
This instrument was acknowledged before me on the 30th day of Nov., 2000 by Jim Villwock, the President of Tandy Leather Dealer, Inc., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30th day of Nov., 2000 by Ron Perry, the President of TLC Direct, Inc., a Texas corporation, on behalf of said corporation.

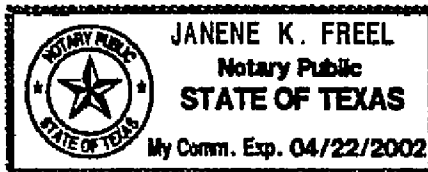


[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 29th day of November, 2000 by Brenda Barnes, the President of TAC Holdings, Inc., a Texas corporation, on behalf of said corporation.
Delaware

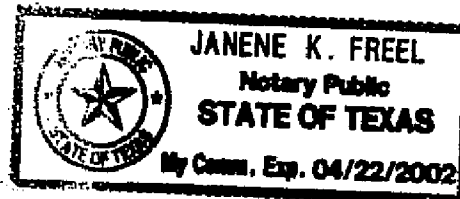
[Signature]
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 29th day of November, 2000
by Michael Walsh, the Chairman & CEO of Tandycrafts,
Inc., a Texas corporation, on behalf of said corporation.

Janene K. Freel
Notary Public, State of Texas



**BILL OF SALE AND
ASSIGNMENT OF TRADEMARKS AND INTELLECTUAL PROPERTY**

This Bill of Sale and Assignment of Certain Trademarks and Intellectual Property ("Agreement"), by and between TLC Direct, Inc. ("TLC") d/b/a Tandy Leather, with its principal place of business at 1400 Everman Parkway, Fort Worth, Texas, 76140, and Leather Tan Acquisition, Inc. ("Purchaser") with its principal place of business at 4420 W. Vickery Blvd., Fort Worth, Texas 76107, is effective as of November 30, 2000.

Whereas, TLC owns certain trademark, copyrights and other intellectual property rights used by Tandy Leather.

Whereas, pursuant to that certain Asset Purchase Agreement of even date herewith ("Agreement"), TLC is transferring and selling its trademarks, copyrights, and certain of its Internet rights and other intellectual property listed in the Asset Purchase Agreement and in Exhibits A and B thereto to Purchaser, together with those used solely by Tandy Leather but not listed on said Exhibits and with the goodwill connected with and symbolized by such Intellectual Property ("Intellectual Property");

Whereas, TLC wishes to sell, transfer and assign all of its rights in the Intellectual Property to Purchaser, as more specifically set forth below.

Now, therefore, for good and valuable consideration, the parties agree as follows:

- 1. TLC hereby sells, transfers and assigns to Purchaser all of its rights, title and interest in the Intellectual Property, and all of its rights to damages or profits, due or accrued, arising out of any infringement of such Intellectual Property rights or injury to goodwill and the right to sue for and recover same in Purchaser's own name.**
- 2. Purchaser shall be responsible for filing any and all documents or agreements with the Library of Congress, the United States Patent and Trademark Office or any other appropriate governmental agency, that may be necessary or appropriate to record transfer of ownership of the above trademark or Intellectual Property registrations from the owner to Purchaser.**
- 3. For a period of three years, TLC represents and warrants to Purchaser that it has title to or interest in the Intellectual Property, that it has the right and power to transfer the Intellectual Property to Purchaser, that this Agreement is valid and enforceable in accordance with its terms, and that this Agreement is binding upon TLC.**
- 4. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of Texas. This Agreement may be executed in counterparts, each of which when executed and taken together shall constitute an original and but one and the same Agreement.**
- 5. TLC agrees to take such further actions and execute and deliver such further documents or agreements as Purchaser may reasonably request for the purpose of carrying out the intent of this Agreement.**

ATTACHMENT "2"

In Witness Hereof, the parties sign and execute this Agreement on November 30, 2000.

TLC Direct, Inc.:

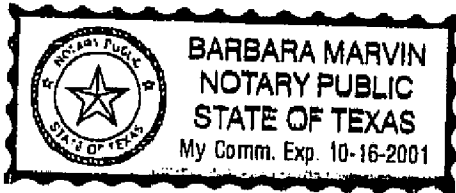
By: [Signature]
Its: President

Leather Tan Acquisition, Inc.:

By: Wray Thompson
Its: Pres.

STATE OF TEXAS §
COUNTY OF TARRANT §

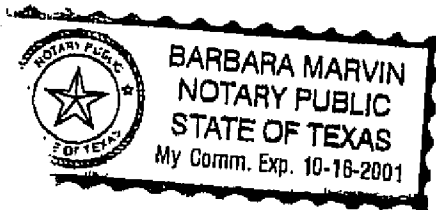
This instrument was acknowledged before me on the 30th day of Nov., 2000
by Ron Perry, the President of TLC Direct,
Inc., a Texas corporation, on behalf of said corporation.



Barbara Marvin
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30th day of Nov., 2000
by Wray Thompson, the President of Leather Tan
Acquisition, Inc., a Texas corporation, on behalf of said corporation.



Barbara Marvin
Notary Public, State of Texas



The State of Texas

SECRETARY OF STATE

**CERTIFICATE OF AMENDMENT
OF**

**TANDY LEATHER COMPANY, INC.
FORMERLY
LEATHER TAN ACQUISITION, INC.**

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

Dated: December 19, 2000

Effective: December 19, 2000



Elton Bomer
Secretary of State

ATTACHMENT "3"

TRADEMARK
REEL: 003359 FRAME: 0021

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
LEATHER TAN ACQUISITION, INC.**

FILED
In the Office of the
Secretary of State of Texas

DEC 19 2000

Corporations Section

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE ONE

The name of the corporation is Leather Tan Acquisition, Inc.

ARTICLE TWO

The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on the 19th day of December, 2000. This amendment alters Article One of the Articles of Incorporation and the full text of the provision added reads as follows:

"The name of the corporation is Tandy Leather Company, Inc.."

ARTICLE THREE

The number of shares of the corporation outstanding at the time of the adoption was 1,000 and the number of shares entitled to vote on the amendment was 1,000.

ARTICLE FOUR

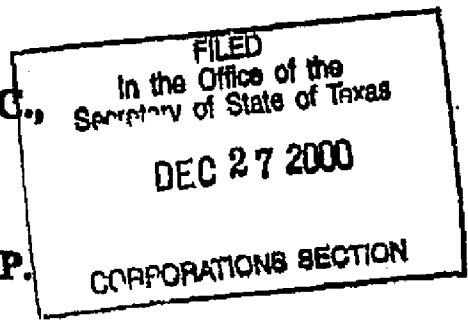
The number of shares that voted for the amendment was 1,000; and the number of the shares that voted against the amendment was 0.

Signed on the 19th day of December, 2000.

LEATHER TAN ACQUISITION, INC.

By: William M. Warren
William M. Warren, Secretary

ARTICLES OF CONVERSION
OF
TANDY LEATHER COMPANY, INC.,
A Texas Corporation
(Formerly Leather Tan Acquisition, Inc.)
INTO
TANDY LEATHER COMPANY, L.P.
a Texas Limited Partnership



Pursuant to the provisions of Article 5.18 of the Texas Business Corporation Act, Tandy Leather Company, Inc., a Texas corporation (the Converting Entity), hereby executes the following Articles of Conversion:

1. (A) The name of the converting entity is Tandy Leather Company, Inc. (the Converting Entity).

(B) A Plan of Conversion (the Plan) for the Converting Entity has been approved by the shareholders of the Converting Entity.

(C) An executed copy of the Plan is currently on file at the principal place of business of the Converting Entity, which is located at 3847 East Loop 820 South, Fort Worth, Texas. An executed copy of the Plan will be on file, and will continue to be on file, at the principal place of business of the Converted Entity, which will be located at 3847 East Loop 820 South, Fort Worth, Texas.

(D) An executed copy of the Plan will be provided, on written request and without cost, to any shareholder of the Converting Entity or any partner of the Converted Entity, by the Converting Entity, if such request is made prior to the conversion becoming effective, or by the Converted Entity, if such request is made after the conversion becomes effective.
2. The number of outstanding shares of the Converting Entity is One Thousand (1,000) shares at no par value.
3. A total of 1,000 shares voted for the Plan. No shares voted against the Plan.
4. Converted Entity assumes liability for payment of all fees and franchises arising in accordance with the filing of these Articles of Conversion.
5. The approval of the Plan of Conversion was duly authorized by all action required by the laws under which the Converting Entity was incorporated.

effective the 31st day of December, 2000.

Tandy Leather Company, Inc.,
a Texas corporation

By: 
Wray Thompson, President

ATTACHMENT "4"

CERTIFICATE OF LIMITED PARTNERSHIP
FOR
TANDY LEATHER COMPANY, L.P.

The undersigned as general partner of Tandy Leather Company, L.P. (the Partnership), desiring to form a limited partnership pursuant to the Texas Revised Limited Partnership Act, as set forth in the Revised Civil Statutes of the State of Texas, hereby certifies and states as follows:

1. The name of the Partnership is Tandy Leather Company, L.P.
2. The address of the registered office and the name of the registered agent of the Partnership for service of process is as follows:

Wray Thompson
3847 East Loop 820 South
Fort Worth, Texas 76105

3. The location of the principal office in the United States where records of the partnership are to be kept or made available is:

3847 East Loop 820 South
Fort Worth, Texas 76105

4. The name and mailing address of each General Partner is:

Tandy Leather Company, Inc., a Nevada corporation
2325-B Renaissance Drive
Las Vegas, Nevada 89119

5. The limited partnership is being formed pursuant to a plan of conversion, and the name, address, date of formation, and prior form of organization and jurisdiction of incorporation of the converting entity is:

Tandy Leather Company, Inc., a Texas corporation
3847 East Loop 820 South
Fort Worth, Texas 76105

Incorporated under the laws of the Texas Business Corporation Act on October 17, 2000.

IN WITNESS WHEREOF, the undersigned has executed this Certificate dated to be effective as of the 31st day of December, 2000.

General Partner:

Tandy Leather Company, Inc., a Nevada corporation

By: 

Wray Thompson, President

ATTACHMENT "5"

ASSIGNMENT OF REGISTERED TRADEMARK

MARK: Tandy's Pro Dye Solvent
U.S. Registration No. 1603278
Registered on June 26, 1990

ASSIGNOR: Tandy Leather Factory, L.P., a Texas limited partnership
3847 East Loop 820 South
Fort Worth, Texas 76105

ASSIGNEE: Tandy Leather Company, Inc., a Nevada corporation
3847 East Loop 820 South
Fort Worth, Texas 76105

Assignor is, and has been, the owner of the registered trademark shown above since November 30, 2000.

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor grants and assigns to Assignee all of Assignor's interest in the trademark and its registration, together with all that part of the goodwill of Assignor's business connected with the use of the mark.

**TANDY LEATHER COMPANY, INC., a Nevada corporation,
GENERAL PARTNER**

By: William M. Warren
William M. Warren,
Secretary

STATE OF TEXAS §
COUNTY OF TARRANT §

Subscribed to and sworn before me this 21st day of July, 2005.



Barbara M. Marvin
Notary Public, State of Texas

ATTACHMENT "6"