

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bag 'N Baggage, Ltd.		06/06/2008	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Colorado Bag 'N Baggage LLC		
Street Address:	2433 Curtis Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1164647	MALM	
Registration Number:	1346153	BAG 'N BAGGAGE	
Registration Number:	2807864	MALM	
CORRESPONDENCE DATA			
Fax Number:	(303)623-9222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-628-9570		
Email:	mmeyer@rothgerber.com		
Correspondent Name:	Mark A. Meyer, Esq.		
Address Line 1:	1200 17th Street		
Address Line 2:	Suite 3000		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	25607-106		
NAME OF SUBMITTER:	Mark A. Meyer		

OP \$90.00 1164647

Signature:

/Mark A. Meyer/

Date:

11/06/2008

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made effective as of June 6, 2008 by and between **BAG 'N BAGGAGE, LTD.**, a Texas limited partnership ("Assignor"), and **COLORADO BAG 'N BAGGAGE LLC**, a Colorado limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 30, 2008 (and amended and restated as of June 6, 2008) (as amended and restated, the "APA"), pursuant to which Assignor has agreed to convey to Gart Capital Partners, Ltd. ("GCP") the Acquired Assets; and

WHEREAS, GCP assigned all of its rights and obligations under the APA to Assignee and Assignee assumed all of GCP's obligations under the APA pursuant to Section 9.8 thereof; and

WHEREAS, the Acquired Assets include certain items of intellectual property and Assignor's Internet domain names; and

WHEREAS, in accordance with the APA, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in and to (i) all right, title and interest in and to all copyrights, trade dress, know-how, trade secrets, trademarks, service marks, trade names, Internet domain names, and other similar proprietary rights, all registrations or applications for registration of the foregoing owned by Seller and all other Intellectual Property in which Seller has an interest, including but not limited to those set forth on Schedule A hereto, and (ii) all goodwill of the business associated with the Intellectual Property.

ASSIGNMENT

NOW, THEREFORE, in exchange for the consideration set forth in the APA and the mutual covenants contained herein and in the APA, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in and to:
 - (a) the Intellectual Property;
 - (b) the goodwill of the business associated with the Intellectual Property ; and
 - (c) all rights to sue for infringement of the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all continuations, divisions, reissues, renewals and extensions of the Intellectual Property that may hereafter be secured by

Assignee under the laws now or hereafter in effect in the United States or in any other jurisdiction.

2. The foregoing assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made (disregarding, to the extent applicable, the Bankruptcy Case). Pursuant to the terms and conditions of the APA and the Approval Order, the Intellectual Property is being transferred by Assignor to Assignee by this Assignment free and clear of any liens, security interests, pledges, encumbrances or other interests.

3. Assignor agrees, without further consideration, to execute any and all documents and to take all other reasonable actions, reasonably required to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives.

4. To the extent not governed by the Bankruptcy Code, this Assignment shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles. The parties agree that the Bankruptcy Court shall have exclusive jurisdiction over any disputes hereunder, and each hereby consents to such jurisdiction.

5. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or by other reliable electronic means (including PDF) shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other reliable electronic means (including PDF) shall be deemed to be their original signatures for all purposes.

6. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA. The terms of the APA are incorporated herein by reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

7. Each party hereto hereby warrants and represents that it has the right and authority to enter into this Assignment.

8. Assignor shall indemnify, defend, and hold Assignee and its respective officers, directors, agents, partners, members, controlling entities and employees (each, an "Indemnitee" collectively, the "Indemnitees") harmless from and against any liability, claim, cost, loss, judgment, damage or expense (including reasonable attorneys' fees and expenses) that any Indemnitee incurs or suffers as a result of, or arising out of a breach of any of Assignor's representations, warranties, covenants or agreements set forth in this Assignment or the APA.

9. This Assignment together with the APA sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes any prior instruments, arrangements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

ASSIGNOR:

BAG 'N BAGGAGE, LTD.

By: 

Name: PATRICK M. SULLIVAN

Title: PRESIDENT

ASSIGNEE:

**COLORADO BAG 'N BAGGAGE LLC,
a Colorado limited company**

By: _____

Name: Peter Paradise

Title: Manager

00570690 / 3:4

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

ASSIGNOR:

BAG 'N BAGGAGE, LTD.

By: _____

Name: _____

Title: _____

ASSIGNEE:

COLORADO BAG 'N BAGGAGE LLC,
a Colorado limited company

By: 

Name: Peter Paradice

Title: Manager

(00570690/3)4

06/13/2008 1:27PM

TRADEMARK
REEL: 003883 FRAME: 0600

SCHEDULE A

Registered Intellectual Property

Trademarks

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BAG 'N BAGGAGE, LTD.	Miscellaneous Design	1034845	03/02/1976
BAG 'N BAGGAGE, LTD.	MALM	1164647	08/11/1981
BAG 'N BAGGAGE, LTD.	BAG 'N BAGGAGE	1346153	07/02/1985
BAG 'N BAGGAGE, LTD.	MALM	2807864	01/27/2004

Internet Domain Names

bagnbaggage.com (expires 04/02/10)
bagnbaggage.net (expires 09/13/09)
namebrandluggage.com (currently expired)
premium-luggage.com (currently expired)
biagioluggage.com (expires 07/25/08)
malmluggage.com (expires 07/25/08)
bagnbaggagegroup.com (expires 02/04/10)
bagbaggage.com (expires 02/27/09)
niccoloandmaffeo.com (expires 05/18/10)