

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Pursuant to Foreclosure of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nocona Leather Goods Company, Ltd.		06/30/2010	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	Boston Private Bank & Trust Company
Street Address:	Ten Post Office Square
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Bank: MASSACHUSETTS

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	76687307	AMERICAN DEFENDER
Registration Number:	3577321	BLOODLINE
Registration Number:	2628155	
Registration Number:	2628154	NOKONA
Registration Number:	3547269	N
Registration Number:	3540693	N
Registration Number:	3506948	NOKONA WRECKING CREW
Registration Number:	3147328	N
Registration Number:	2183118	THE AMERICAN GLOVE
Registration Number:	2130105	NOKONA

**CORRESPONDENCE DATA**

Fax Number: (480)624-6231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900168536**

**TRADEMARK  
 REEL: 004253 FRAME: 0530**

**OP \$265.00 76687307**

Phone: 480-245-6230  
Email: glenn.bacal@bacalgroup.com  
Correspondent Name: Glenn S. Bacal  
Address Line 1: 6991 E. Camelback, Suite D-102  
Address Line 4: Scottsdale, ARIZONA 85213

ATTORNEY DOCKET NUMBER:	60018-1000
NAME OF SUBMITTER:	Glenn S. Bacal
Signature:	/Glenn S. Bacal/
Date:	08/03/2010

**Total Attachments: 8**

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## SECURED PARTY SALE AGREEMENT

This Secured Party Sale Agreement (“Agreement”) is made effective as of the 30<sup>th</sup> day of June, 2010, between Boston Private Bank & Trust Company, a Massachusetts banking organization having offices located at Ten Post Office Square, Boston, Massachusetts (the “Lender”) and American Original Ballglove Co., LLC, a Texas limited liability company (“Purchaser”).

### BACKGROUND

A. Lender is a secured creditor of Nocona Leather Goods Company, Ltd., a Texas limited partnership (the “Company”).

B. The Company is presently in default with respect to its obligations to the Lender under and pursuant to the terms of the loan documents between the Lender and the Company, as may have been amended from time to time (the “Loan Documents”) and the Lender is entitled to exercise all of its rights, remedies and privileges under the provisions of Section 9-610 of the Uniform Commercial Code (the “UCC”) as adopted in the Commonwealth of Massachusetts.

C. The Lender has a first priority perfected security interest in all of the Company’s personal assets including any and all furniture, equipment, inventory, accounts, contract rights, general intangibles, chattel paper, trademarks, trade names, and all other assets and property owned by the Company. All of the foregoing, excluding however the Company’s membership interests in Good Glove USA LLC, and Goodwood LLC, is hereinafter referred to as the “Company Assets”.

D. Purchaser has requested the Lender to sell and the Lender has agreed to sell, all of the Company Assets to the Purchaser pursuant to the provisions of Section 9-610 of the UCC.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, and in consideration of the aforementioned background and mutual covenants, obligations and conditions set forth herein, agree as follows:

### AGREEMENT

1. Purchaser hereby agrees to pay to Lender a sum equal to [REDACTED] (the "Purchase Price") in cash or certified funds as consideration for the sale of the Company Assets, with [REDACTED] to be paid to Lender's counsel Ruberto, Israel & Weiner, P.C., contemporaneously with the execution of this Agreement to be held in escrow by Ruberto, Israel & Weiner, P.C., until the Effective Date as defined below, whereupon the [REDACTED] shall be released from escrow and paid to the Lender, and the balance of the Purchase Price to be paid to Lender within forty-five (45) days of the date hereof (the "Due Date"). Purchaser hereby grants Lender a continuing first priority perfected security interest in all of Purchaser's assets, including without limitation the Company's Assets, in order to secure any remaining balance owing under the Purchase Price and the Purchaser's obligations hereunder, and hereby authorizes the Lender to file a UCC-1 Financing Statement in the appropriate jurisdiction in order to perfect such security interest. In the event the Purchaser fails to timely pay the balance of the Purchase Price to the Lender on or before the Due Date, interest shall thereafter accrue on any remaining unpaid balance at a rate of twelve (12%) percent per annum and the Purchaser shall be responsible for any collection fees and costs including reasonable attorney's fees which may be incurred by the Lender in collecting all sums due hereunder.

2. In consideration of the foregoing, the Lender, as secured party, and pursuant to the provisions of Section 9-610 of the UCC hereby agrees to sell, assign, transfer and convey to the Purchaser, all of its right, title and interest, in, to and under the Company Assets as of 12:01 am on July 1, 2010 (the "Effective Date"), including all proceeds of accounts (including those proceeds in transit), and contemporaneously with the execution of this Agreement shall execute and deliver to Purchaser's counsel Squire, Sanders & Dempsey L.L.P. a Secured Party Bill of Sale in the form of Exhibit "A" attached hereto, which Secured Party Bill of Sale shall be held in

escrow by Purchaser's counsel Squire, Sanders & Dempsey L.L.P. until the Effective Date at which time the Bill of Sale may be released from escrow to the Purchaser

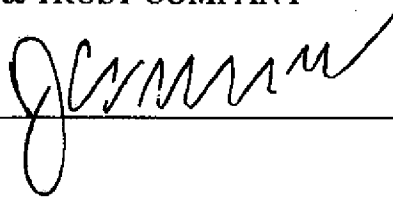
3. The Company Assets purchased and sold hereunder are sold "as is" and "where is" without warranty, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. There is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition. It will be the Purchaser's obligation and responsibility to pay any fees, taxes or other sums necessary or required by federal, state or local law in connection with the sale of the Company Assets set forth herein. Purchaser hereby accepts the terms of this Agreement by execution at the bottom hereof.

4. Upon payment in full of the Purchase price and any sums due hereunder, Purchaser is hereby authorized to file a termination statement in the applicable jurisdiction terminating Lender's security interest in the Purchaser's assets.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BOSTON PRIVATE  
BANK & TRUST COMPANY


By: \_\_\_\_\_



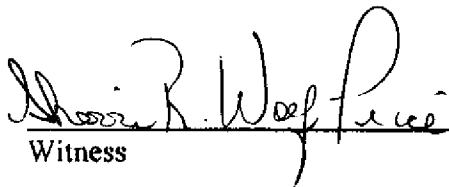
Accepted by:

AMERICAN ORIGINAL BALLGLOVE CO., LLC

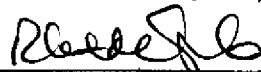
By: \_\_\_\_\_



Acknowledged and agreed to by the undersigned obligor/guarantors, who hereby acknowledge their liability for any remaining unpaid balance owing the Bank until the balance of the Purchase Price (plus interest, and any other sums due hereunder, if applicable) has been paid and all of the obligations of the Borrower owing the Lender have been satisfied in full.

  
Witness

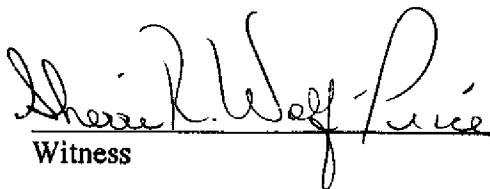
Nocona Leather Goods Company, Ltd.  
By: NLG Partners, Inc., its General Partner


  
By: Robert M. Storey, Jr.  
Its: President

By: Fenway-Nokona GP, LLC, its General Partner

Witness

By: Leslie B. Lewis  
Its: Manager

  
Witness

  
Robert M. Storey, Jr., Individually

Witness

Leslie B. Lewis, Individually

Acknowledged and agreed to:

SQUIRE, SANDERS & DEMPSEY L.L.P  
(Escrow Agent)

RUBERTO, ISRAEL & WEINER, P.C.  
(Escrow Agent)

By: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit "A"**

**Secured Party Bill of Sale**

## SECURED PARTY BILL OF SALE

Boston Private Bank & Trust Company (the "Secured Party") in its capacity as holder of a security interest in certain assets of Nocona leather Goods Company, Ltd. ( the "Debtor"), in consideration of the receipt by the Secured Party of the sum of [REDACTED] (the "Purchase Price") and other good and valuable consideration, hereby grants, sells, transfers and delivers to American Original Ballglove Co., LLC (the "Purchaser"), all of the Debtor' s right, title and interest in and to the personal property described on Exhibit A attached hereto, in which the Secured Party claims a security interest (the "Property"). Upon acceptance of the terms of this Bill of Sale, and payment of the Purchase Price, the Purchaser shall accept delivery of the Property at the premises of the Debtor in Fall River Massachusetts and Nocona, Texas (the "Premises").

Any and all storage charges from and after the date hereof, and all transportation and shipping charges shall be borne by the Purchaser. The Purchaser shall, in addition to the other amounts payable hereunder, pay all sales, use and other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transaction contemplated herein, other than taxes charge upon or by reference to the overall net income or profits of the Secured Party.

THE SECURED PARTY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. THE PROPERTY IS SOLD "AS IS AND WHERE IS" AND THE SECURED PARTY MAKES NO WARRANTIES AS TO, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF, TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER.

By acceptance of this Bill of Sale, the Purchaser agrees to indemnify and hold harmless the Secured Party from and against any loss, cost or expenses which the Secured Party may incur on account of any claims arising from any damage to the Premises, or to any other properties, caused by the Purchaser' s entry upon the Premises or other properties and the disconnection, dismantling, packing or removal of the Property.

IN WITNESS WHEREOF, the undersigned have executed this Secured Party Bill of Sale as of this 1<sup>ST</sup> day Of July, 2010

BOSTON PRIVATE  
BANK & TRUST COMPANY

By: 

Name: James c. Brown

Title: Executive Vice President



Accepted and agreed:

AMERICAN ORIGINAL BALLGLOVE CO., LLC

By: *Robert M Storey Jr*  
Name: Robert M Storey Jr  
Title: Vice President

**EXHIBIT "A"**

All furniture, equipment, inventory, accounts, contract rights, general intangibles, chattel paper, trademarks, trade names, and all other assets and property owned by the Debtor, excluding, however, the Company's membership interests in Good Glove USA LLC, and Goodwood LLC