

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
Boyt Brands, Inc.		02/17/2011	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	B.L. Operating Corp.
Street Address:	200 Hartmann Drive
City:	Lebanon
State/Country:	TENNESSEE
Postal Code:	27087
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1371297	CENTURY COLLECTION
Registration Number:	2330880	BOYT
Registration Number:	2698468	EON
Registration Number:	2972478	MACH 4
Registration Number:	3168407	THE BEST LUGGAGE WARRANTY...YOU WILL NEVER NEED
Registration Number:	3168419	THE BEST LUGGAGE WARRANTY...YOU WILL NEVER NEED
Registration Number:	3300173	BOYT EDGE
Registration Number:	3568534	MACH5

CORRESPONDENCE DATA

Fax Number: (802)862-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 802-846-8621
 Email: jfitzgerald@drm.com
 Correspondent Name: JAMIE J. FITZGERALD
 Address Line 1: DRM, 199 Main St.

900184581

**TRADEMARK
 REEL: 004483 FRAME: 0611**

OP \$215.00 1371297

Address Line 2: P.O. BOX 190
Address Line 4: Burlington, VERMONT 05402-0190

ATTORNEY DOCKET NUMBER:	13847-004-011UST1
NAME OF SUBMITTER:	Jamie J. Fitzgerald
Signature:	/jamie j. fitzgerald/
Date:	02/21/2011

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This Assignment is made this 17th day of February 2011, by **Boyt Brands, Inc.** ("Assignor"), an Iowa corporation having a principal place of business at 15 Sarah Avenue, Iowa Falls, Iowa 50126 to **B.L. Operating Corp.** ("Assignee"), a Delaware corporation having a principal place of business at 200 Hartmann Drive, Lebanon, Tennessee 37087.

WHEREAS, Assignor has adopted and used in its business the trademarks and/or service marks identified in Schedule A hereto (the "**Trademarks**") and the registrations therefor set forth in Schedule A (the "**Registrations**"); and

WHEREAS, Assignee desires, and the Assignor has agreed to assign to Assignee, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and the Registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's rights, title, and interest in and to the Trademarks and the Registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and the right to prosecute and recover monetary damages for past, present and future infringements and other violations of the Trademarks.

FURTHER, Assignor agrees to execute and provide, promptly after its execution hereof, such further instruments, documents or assignments as Assignee may reasonably request to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee all of Assignor's rights in and to the Trademarks and the Registrations.

IN WITNESS WHEREOF Assignor has executed this instrument.

Dated: February 17, 2011

ASSIGNOR



By: 

Name: R. W. HANSEL

Title: CHAIRMAN

SCHEDULE A

Trademark Registrations

Mark	Registration No.	Registration Date
BOYT	2,330,880	March 21, 2000
CENTURY COLLECTION	1,371,297	November 19, 1985
EON	2,698,468	March 18, 2003
MACH 4 (Stylized) 	2,972,478	July 19, 2005
THE BEST LUGGAGE WARRANTY...YOU WILL NEVER NEED	3,168,407	November 7, 2006
 The Best Luggage Warranty... <i>you will never need</i>	3,168,419	November 7, 2006
BOYT EDGE	3,300,173	September 25, 2007
MACH 5 (Stylized) 	3,568,534	January 27, 2009

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