

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
BAGGALLINI, INC.		03/31/2011	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	BAGGALLINI, INC.
Street Address:	13405 Yarmouth Road, NW
City:	Pickerington
State/Country:	OHIO
Postal Code:	43147
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85145701	BAGGALLINI
Serial Number:	85145694	
Serial Number:	85145682	
Serial Number:	85145674	LE BAGG
Serial Number:	78112379	LE BAGG
Registration Number:	2736830	BAGGALLINI
Registration Number:	3650244	DESIGNED BY FLIGHT ATTENDANTS APPROVED BY TRAVELLERS

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (202) 467-8800
 Email: iplaw@vorys.com, cmamron@vorys.com, jspiantanida@vorys.com, dharcher@vorys.com
 Correspondent Name: Vorys, Sater, Seymour and Pease LLP
 Address Line 1: P.O. Box 2255

900189052

TRADEMARK
REEL: 004520 FRAME: 0106

CH \$190.00 85145701

Address Line 2: IPLaw@Vorys
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	001054/23/1707/BAGGALLINI
NAME OF SUBMITTER:	Cory M. Amron
Signature:	/cory m amron/
Date:	04/12/2011

Total Attachments: 10
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source=Baggallini IP Assignment - Seller#page2.tif
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“**Assignment**”) is made and entered into as of March 31, 2011 (“**Effective Date**”), by and between BAGGALLINI, INC., an Oregon corporation with offices at 1887 SE Milport Rd., Milwaukie, Oregon 97222 (“**Assignor**”), and BAGGALLINI, INC. (formerly known as Barry Holding Co.), an Ohio corporation with offices at 13405 Yarmouth Road, N.W., Pickerington, Ohio 43147 (“**Assignee**”).

WHEREAS, Assignor is engaged in the business of designing, sourcing, marketing and selling both in and outside the United States, travel goods, bags, baggage, luggage, backpacks, wallets, cross bodies, backpacks, travel kits, organizers, phone cases, parts, fittings, and accessories therefor (the “**Business**”);

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee dated the 15th day of March, 2011 (“**Agreement**”), Assignor has agreed to sell, assign and transfer to Assignee the right, title and interest in and to all intellectual property owned, used or licensed by Assignor in connection with the operation of the Business (“**Intellectual Property Assets**”) which includes, but is not limited to, the intellectual property listed in Exhibits A1-A5 attached hereto and described below; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Intellectual Property Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and set over to Assignee all worldwide right, title and interest and any future rights, in and to the Intellectual Property Assets together with all rights to:

(i) all patents, patent applications, inventions and discoveries that may or may not be patentable or patented, which are owned by or licensed to Assignor (whether United States or foreign) including, but not limited to, those listed on Exhibit A-1 (“**Patents**”); (ii) all assumed and fictitious business names, trade names, trade dress, registered and unregistered trademarks, service marks and applications owned by or licensed to Assignor (whether United States or foreign) including the name “BAGGALLINI” and all derivations thereof and along with all related goodwill including, but not limited to, those listed on Exhibit A-2 (“**Marks**”); (iii) all registered, unregistered or unregistrable works of authorship (whether protectable by copyright laws, or not) and copyrights therein (including but not limited to labels, packaging, drawings, specifications, designs, forms and product styles, websites, catalogs and promotional material) in both published works and unpublished works (whether United States or foreign) including, but not limited to, those listed on Exhibit A-3 (“**Copyrights**”); (iv) all internet web site names, internet domain names, social media site names and the like including, but not limited to, those listed in Exhibit A-4 (“**Net Names**”); (v) all know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings and blue prints and the like (“**Trade Secrets**”); and (vi) (a) with respect to computer software owned by Assignor: all computer software and subsequent versions and releases

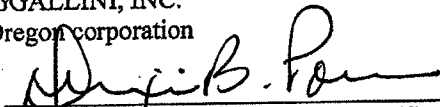
thereof, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith including, but not limited to, those listed on Exhibit A-5 (a); and (b) with respect to computer software licensed by Assignee: all licenses thereto including, but not limited to, those listed on Exhibit A-5(b) ("Software)," (and together with "Patents," "Marks," "Copyrights," "Net Names" and Trade Secrets," collectively, the "Intellectual Property") including all worldwide interests in the Intellectual Property, all applications and registrations therefore, the right to secure any registrations, renewals, or extensions therefor throughout the world in Assignee's name as the sole owner thereof, and the right to bring suit, collect damages and pursue all remedies for past infringement thereof.

Assignor undertakes that upon the request of Assignee or its designees, Assignor and/or its successor(s), or legal representatives, shall make all rightful oaths, testify on behalf of Assignee or its designees in matters involving this Agreement and the Intellectual Property Assets, and do all other lawful acts necessary to carry out the intent of this Agreement as well as to provide such other material, information, executed documents and assistance to Assignee or its designees, as will be considered necessary in connection therewith at Assignee's sole discretion.

This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors, heirs, executors, legal representatives and permitted assigns. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, then the terms of the Agreement shall control.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be duly executed effective as of the Effective Date.

BAGGALLINI, INC.
an Oregon corporation

By: 
Dixie B. Powers, Chief Executive Officer

Date: 3/31/11

BAGGALLINI, INC.
an Ohio corporation

By: _____
Jose G. Ibarra, Treasurer and Secretary

Date: _____

thereof, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith including, but not limited to, those listed on Exhibit A-5 (a); and (b) with respect to computer software licensed by Assignee: all licenses thereto including, but not limited to, those listed on Exhibit A-5(b) ("Software)," (and together with "Patents," "Marks," "Copyrights," "Net Names" and Trade Secrets," collectively, the "Intellectual Property") including all worldwide interests in the Intellectual Property, all applications and registrations therefore, the right to secure any registrations, renewals, or extensions therefor throughout the world in Assignee's name as the sole owner thereof, and the right to bring suit, collect damages and pursue all remedies for past infringement thereof.

Assignor undertakes that upon the request of Assignee or its designees, Assignor and/or its successor(s), or legal representatives, shall make all rightful oaths, testify on behalf of Assignee or its designees in matters involving this Agreement and the Intellectual Property Assets, and do all other lawful acts necessary to carry out the intent of this Agreement as well as to provide such other material, information, executed documents and assistance to Assignee or its designees, as will be considered necessary in connection therewith at Assignee's sole discretion.

This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors, heirs, executors, legal representatives and permitted assigns. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, then the terms of the Agreement shall control.

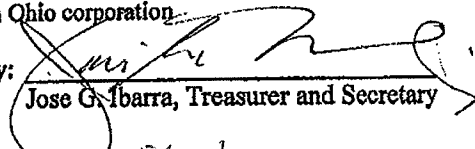
IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be duly executed effective as of the Effective Date.

BAGGALLINI, INC.
an Oregon corporation

By: _____
Dixie B. Powers, Chief Executive Officer

Date: _____

BAGGALLINI, INC.
an Ohio corporation

By: 
Jose G. Ibarra, Treasurer and Secretary

Date: 3/31/11

Exhibit A-1

Patents

None

Exhibit A-2

Marks

Registered/Pending Trademarks

Trademark Data

Page 1 of 1
Record Count: 17

Case Number	Ctry	SubCase	CaseType	Status	Application Number	Filing Date	Reg Number	Reg Date
35129-20000	US		ORD	Pending	85145701	05-Oct-2010		
Trademark: BAGGALLINI								
35129-20001	US		ORD	Pending	85145694	05-Oct-2010		
Trademark: RADIANT GLOBE & DESIGN								
35129-20002	US		ORD	Pending	85145682	05-Oct-2010		
Trademark: ZIPPER PULL & DESGIN								
35129-20003	US		ORD	Pending	85145674	05-Oct-2010		
Trademark: LE BAGG								
35129-20003	US	1	ORD	Abandoned	78112379	04-Mar-2002		
Trademark: LE BAGG								
35129-20004	US		ORD	Registered	78164568	05-Oct-2010	2736830	15-Jul-2003
Trademark: BAGGALLINI								
35129-20005	US		ORD	Registered	77621849	25-Nov-2008	3650244	07-Jul-2009
Trademark: DESIGNED BY FLIGHT ATTENDANTS APPROVED BY TRAVELLERS								
35129-30000	JP		ORD	Registered	492252005	02-Jun-2005	4922584	20-Jan-2006
Trademark: BAGGALLINI								
35129-30001	KR		ORD	Registered	20050025690	07-Jun-2005	0661883	11-May-2006
Trademark: BAGGALLINI								
35129-30002	TW		ORD	Registered	94026192	02-Jun-2005	01199351	01-Mar-2006
Trademark: BAGGALLINI								
35129-30003	HK		ORD	Registered	300433881	05-Jun-2005	300433881	06-Jun-2005
Trademark: BAGGALLINI								
35129-30005	AU		ORD	Registered	1058538	02-Jun-2005	1058538	02-Jun-2005
Trademark: BAGGALLINI								
35129-30006	CA		ORD	Registered	1262890	28-Jun-2005	TMA676378	06-Nov-2006
Trademark: BAGGALLINI								
35129-30006	EM		MPR	Registered	A0015943	30-Apr-2009	1001991	30-Apr-2009
Trademark: BAGGALLINI								
35129-30006	WP		ORD	Registered	A0015943	30-Apr-2009	1001991	30-Apr-2009
Trademark: BAGGALLINI								
35129-30007	CN		ORD	Registered	4987448	07-Nov-2005	4987448	28-May-2009
Trademark: BAGGALLINI								
35129-30008	CN		ORD	Registered	4987449	07-Nov-2005	4987449	28-May-2009
Trademark: BAGGALLINI & DESIGN								

Common Law Trademarks

LE BAGG
Zipper pull
Distinctive, non functional styling of Baggallini bags

Exhibit A-3

Copyrights

No registered copyrights

No mask works

Exhibit A-4

Net Names

<u>Domain Name</u>	<u>Registrant</u>	<u>Registrar</u>	<u>Exp. Date</u>
BAGGALLINI.COM	Baggallini, Inc.	Network Solutions, Inc.	Oct. 31, 2020
BAGGALLINI.INFO	Baggallini, Inc.	Register.com, Inc.	Nov. 8, 2017
BAGGALLINI.NET	Baggallini, Inc.	Tucows, Inc.	Oct. 23, 2011
BAGGALLINI.ORG	Baggallini, Inc.	Register.com, Inc.	Nov. 8, 2017
BAGGALLINI.BIZ	Baggallini, Inc.	Register.com, Inc.	Nov. 7, 2017
BAGGALLINI.US	Baggallini, Inc.	Enom, Inc.	May 2, 2016
BAGGALLINI.CO.UK	Baggallini, Inc.	Register.com, Inc.	Nov. 8, 2011
BAGGALLINI.ORG.UK	Baggallini, Inc.	Register.com, Inc.	Nov. 8, 2011
BAGGALLINI.CO.NZ	Baggallini, Inc.	Register.com, Inc.	Nov. 8, 2011 (est.)
BAGGALLINI.JP	Baggallini, Inc.	Register.com, Inc.	Nov. 30, 2011
BAGGALLINI.CA	Not known *	Tucows, Inc.	Feb. 8, 2012

* If Registrant for Baggallini.ca is Seller, either Shareholders or a Person controlled by Seller (as "Seller," "Shareholder" and "Person" are defined in the Agreement), then Assignor shall cause the Registrant to assign Baggallini.ca to Assignee.

Exhibit A-5

Software

(a) Assignee owns no computer software.

(b) License Agreements

Product	Product Key	Computer License Name
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Dennis Eckols - Laptop
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	Dennis Eckols - Laptop
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Dennis Eckols PC
Microsoft Office Small Business 2007	GCT74-CP9B3-CC8XR-93PK6-8X4MM	Dennis Eckols PC
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Holly Porter
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	Holly Porter
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Becky Banning
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	Becky Banning
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Chantelle
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	Chantelle
Microsoft Office Small Business 2007	GCT74-CP9B3-CC8XR-93PK6-8X4MM	Chantelle
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Jenn
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	Jenn
Microsoft Windows Server 2003 R2	VD4QQ-84XKG-MYMP4-B22F7-WM8JW	NAS
Microsoft Office Professional Edition 2003	VBYB6-JX4Q6-HG2HJ-XCB7X-WW733	NAS

Product	Product Key	Computer/License Name
Microsoft Windows Server 2003 R2	DW7FB-KC9F3-2M6MD-4D3MB-XXFKD	BIG DADDY (Server)
Microsoft Windows Server 2003 Standard Edition	BCW8D-CG3DC-C8BXG-PD82F-RGG3J	BIG PAPA (Server)
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	BIG PAPA (Server)
Microsoft Office Small Business 2007	GCT74-CP9B3-CC8XR-93PK6-8X4MM	BIG PAPA (Server)
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Terie
Microsoft Office Small Business 2007	BRB2D-BVDBJ-3CFD2-YMJGM-CV7HQ	Terie
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Pam
Microsoft Office Small Business 2007	GCT74-CP9B3-CC8XR-93PK6-8X4MM	Pam
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Alyssa
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	Alyssa
Microsoft Office Small Business 2007	GCT74-CP9B3-CC8XR-93PK6-8X4MM	Alyssa
Microsoft Office Access 2007	PM8MD-BK9R2-F9Q3P-B7CT7-QMJY	Alyssa
Microsoft Windows XP Professional	PXQKT-6Y2TF-HHYGX-RFB48-YKVRQ	Becky Assistant-Dennis
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	Becky Assistant-Dennis
Microsoft Office Small Business 2007	GCT74-CP9B3-CC8XR-93PK6-8X4MM	Becky Assistant-Dennis
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	John
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	John
Microsoft Windows XP Professional	PXQKT-6Y2TF-HHYGX-RFB48-YKVRQ	Front Office spare-Holly
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	Front Office spare-Holly

Product	Product Key	Computer License Name
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Kim-new PC
Microsoft Office Small Business 2007	GCT74-CP9B3-CC8XR-93PK6-8X4MM	Kim-new PC
Windows Server (R) 2008 Standard	BBBBB-BBBBB-BBBBB-BBBBB-BBBBB	LITTLE SISTER (Server)
Windows Server (R) 2008 Standard	YJQKJ-GJHB9-P2882-73D67-473C	SERVERi
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Shipping2
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	Shipping2
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Shipping3
Microsoft Office Small Business 2007	GCT74-CP9B3-CC8XR-93PK6-8X4MM	Shipping3
Microsoft Windows XP Professional	XJM6Q-BQ8HW-T6DFB-Y934T-YD4YT	Shipping4
Microsoft Windows XP Professional	DXQ2R-WCFYG-PJ7QR-FQKRK-JG6W8	Shipping-John
Microsoft Office Professional Edition 2003	GWH28-DGCMP-P6RC4-6J4MT-3HFDY	Shipping-John
Windows Server 2003 R2, X32 Ed	FWW9W-7QX99-DKKP3-6QKBT-QQ3JJ	Volume License Key
Windows Server 2003 R2, x64 Ed	J96B2-2RKWF-M38YC-MFW7P-TW74D	Volume License Key
Windows Server 2008 Std/Ent KMS B	X99VQ-BB678-YP87R-443XW-J7H23	KMS
Windows Server 2008 Std/Ent KMS B	C9CHV-BTJXC-H9G8W-2KWFV-GFRMD	MAK
Windows Server 2003	G3BGG-WWQ7P-DK3HJ-8RHXY-MH67M	Volume License Key
Windows Server 2003 , x64 Ed.	HC3GP-VJC96-8K9MD-3426P-PKMQY	Volume License Key
Anti-virus software	8N-NSC24-MV6HF-BSLSR-ZoDXQ-PTW7B-R2WC	BIG DADDY (Server)

Microsoft Dynamic GP license (Great Plains), dated on or about June 1, 2007.

True Commerce license (dated Nov. 19, 2010).