

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
Accessory Network Group, LLC		08/31/2011	LIMITED LIABILITY COMPANY: NEW YORK
Vergier Holdings, LLC		08/31/2011	LIMITED LIABILITY COMPANY: NEW YORK
Vergier Retail Services, LLC		08/31/2011	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Ursa Minor B.V.
Street Address:	Schiphol Boulevard 399
Internal Address:	1118 BJ
City:	Schiphol
State/Country:	NETHERLANDS
Entity Type:	CORPORATION: NETHERLANDS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	73803800	GHURKA
Serial Number:	75175954	GHURKA
Serial Number:	75175955	GHURKA
Serial Number:	75979641	GHURKA
Serial Number:	73211428	THE ORIGINAL GHURKA BAG

CORRESPONDENCE DATA

Fax Number: (212)336-8001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-336-8000
 Email: ptodocket@arelaw.com
 Correspondent Name: Chester Rothstein, Esq.

900201477

**TRADEMARK
 REEL: 004617 FRAME: 0949**

CH \$140.00 73803800

Address Line 1: Amster, Rothstein & Ebenstein LLP
Address Line 2: 90 Park Avenue
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER: 13231-0004

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Chester Rothstein

Signature: /Chester Rothstein/

Date: 09/07/2011

Total Attachments: 7
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INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

UNITED STATES AND CANADA

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 31 day of AUGUST, 2011, is made and entered into by and among, on the one hand, Accessory Network Group, LLC ("ANG"), a New York limited liability company, Vergier Holdings, LLC ("Vergier"), a New York limited liability company, and Vergier Retail Services, LLC ("VRS"), a New York limited liability company (ANG, Vergier, VRS, and Abe Chehebar (solely in his individual capacity with respect to the assignment of the domain names listed herein which are in his personal name) are herein sometimes referred to collectively and individually as "Assignor"); and on the other hand, Ursa Minor B.V., a Dutch corporation with an address at Schiphol Boulevard 399, 1118 BJ, Schiphol, the Netherlands (hereinafter referred to as "Assignee") ("Assignee" and "Assignor" each a "Party," and collectively, the "Parties").

WHEREAS, the Parties are parties to an Asset Purchase Agreement dated as of July 25, 2011 (the "Purchase Agreement") where Assignor agrees to assign to Assignee certain assets including but not limited to Purchased Assets ("Purchased Assets", as defined more fully in the Purchase Agreement and expressly including Intellectual Property and goodwill). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement; and

WHEREAS, the Purchased Assets include but are not limited to all intellectual property assets owned by Assignor used in or necessary for the conduct of the Business (as defined more fully in the Purchase Agreement) as conducted as of the date of the Purchase Agreement and Closing, and without limiting the generality of the foregoing include all of the following and similar intangible property and related proprietary rights but expressly excluding the Excluded Assets and Liabilities, as defined more fully in the Purchase Agreement (collectively, "Intellectual Property"), goodwill (including goodwill of the Business connected with the use of, and symbolized by, any and all of the Intellectual Property), interests and protections, however arising, pursuant to the laws of any jurisdiction throughout the world, including the following: (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered, unregistered or arising by law, and all registrations and applications for registration of such trademarks, including intent-to-use applications; (ii) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or governmental authority, and all telephone, facsimile and other phone numbers generally used to conduct the Business; (iii) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered, unregistered or arising by law and all applications for registration, registrations,

renewals and extensions of such copyrights), including archival drawings, designs, patterns, sales records of all kinds, advertising and promotional materials and brand presentations; (iv) confidential or proprietary information, formulas, designs, devices, operating and training and other manuals, technology, know-how, source code, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; (v) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, reissues and renewals of such patents and applications; (vi) all intellectual property assets that are subject to any issuance, registration, application or other filing by, to or with any governmental authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing; (vii) all licenses, sublicenses and other agreements by or through which other persons, including Assignor's affiliates, grant Assignor exclusive or non-exclusive rights or interests in or to any intellectual property that is used in or necessary for the conduct of the Business; (viii) all of Assignor's user names, passwords and ownership of and control over Assignor's social media accounts, including, as applicable, Facebook®, Twitter®, YouTube® and Tumblr® and any related social media sites; and all right, title and interest to all Uniform Resources Locators ("URLs") relating to the Business and all other Business related URLs, irrespective of whether such URLs are registered (in the event that any URLs are registered to Abe Chehebar in his personal capacity, Abe Chehebar agrees to assume the obligations of Assignor hereunder in the transfer and assignment of such URLs to Assignee). All of the above collectively and individually, the "Purchased Intellectual Property"; and

WHEREAS, the Purchased Intellectual Property includes but is not limited to the following: (i) the trademark registrations and applications set forth on Schedule A hereto ("The Trademark Registrations"); and (ii) the URL's listed on Schedule B hereto.

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee:
 - (a) all of Assignor's right, title, and interest in, and good will associated with, the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue for past, present, and future infringement thereof (the "Transferred Rights"); and
 - (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution, or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;

- (c) any and all rights to royalties, profits, compensation, license fees, or other payments or remuneration of any kind relating to the Transferred Rights;
- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights; and
- (e) To the extent this Assignment concerns and/or involves marks that are the subject of intent-to-use applications under §1(b) of the U.S. Trademark Act, 15 U.S.C. Section 1051(b), for which Statements of Use have not yet been filed in the U.S. Patent and Trademark Office, this Assignment is to a successor to the business of the Assignor or to a successor to the segment and/or portion of the Assignor's business to which such marks specifically pertain.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues, and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances and Restriction on Limitation. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property, and shall not enter into any agreement in conflict with this Assignment. Nothing in this Agreement is intended to narrow or restrict any assignment contemplated by the Purchase Agreement. To the extent any conflict or inconsistency exists, the Purchase Agreement shall control.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

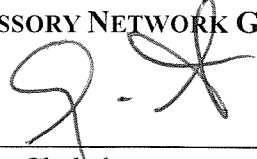
4. Counterparts. This Assignment may be executed by facsimile and/or .pdf in one (1) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Facsimile or .pdf transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

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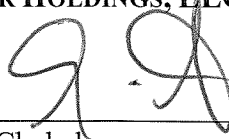
IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

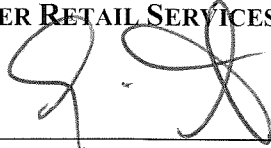
ACCESSORY NETWORK GROUP, LLC

By: 
Abe Chehebar
Title: CEO


VERGIER HOLDINGS, LLC

By: 
Abe Chehebar
CEO

VERGIER RETAIL SERVICES, LLC

By: 
Abe Chehebar
Title: CEO

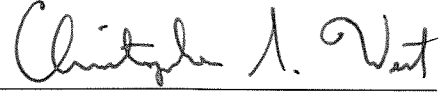
ABE CHEHEBAR, in his personal capacity and solely with respect to the assignment of the domain names listed herein which are in his personal name

By: 
Abe Chehebar

ACKNOWLEDGED AND ACCEPTED BY:

ASSIGNEE:

URSA MINOR B.V.

By: 
Christopher Stephen West
Managing Director

SCHEDULE A

to

INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT UNITED STATES AND CANADA

Vergier Holdings, LLC - US and Canada Trademark Portfolio

August 31, 2011

Country	Trademark	Docket Number	Class(es)	Goods	Application Number	Application Date	Registration Number	Registration Date	Status
United States	GHURKA	92047/0021	14 Int. 18 Int. 25 Int.	14: Wrist watches and watch straps 18: Handbags, luggage, travelling bags, all-purpose sports bags, attaché cases, wallets, and travelling trunks 25: Belts	73/803,800	06-Jun-1989	1,594,122	01-May-1990	Registered
	GHURKA	92047/0022	42 Int.	Providing a web site of information on luggage, hand bags, belts, Watches, travelling bags, all-purpose sports bags, attaché cases, travelling trunks, key cases, umbrellas, personal organizers, pocket calendars, agendas, diaries and other small leather goods.	75/175,954	02-Oct-1996	2,385,867	12-Sep-2000	Registered
	GHURKA	92047/0023	09 Int. 14 Int.	09: Eyeglass frames and eyeglass cases 14: Jewelry and belt buckles	75/175,955	02-Oct-1996	2,433,747	06-Mar-2001	Registered
	GHURKA	92047/0024	20 Int. 25 Int.	20: Furniture 25: Coats, footwear, gloves, hosiery, jackets, sweaters, shirts, and slippers	75/979,641	02-Oct-1996	2,386,603	12-Sep-2000	Registered

Country	Trademark	Docket Number	Class(es)	Goods	Application Number	Application Date	Registration Number	Registration Date	Status
	THE ORIGINAL GHURKA BAG & DESIGN	92047/0020	18 Int.	Luggage, handbags, belts, wallets and umbrellas.	73/211,428	13-Apr-1979	1,153,940	12-May-1981	Registered
Canada	GHURKA	92047/0025	N/A	Leather and imitations of leather, and goods made of these materials namely handbags, wallets, cosmetics bags, travel pouches, key cases, briefcases, portfolios.	1175819	24-Apr-2003	649,570	04-Oct-2005	Registered

SCHEDULE B
to
INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT
UNITED STATES AND CANADA

ghurka.com

ghurkabag.com

ghurka-leathergoods.com

vergier.biz

vergier.com

vergier.net

vergierholdings.com