

Form PTO 1594 (Rev 07/05)  
Attorney Docket: SRC029, RXP001,3,4,12,13,14,15US01

U.S. Department of Commerce  
U.S. Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

<b>1. Name of Conveying Party(ies):</b> B.D. Baggies Ltd.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State      Delaware <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>US</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and Address of Receiving Party(ies):</b> Additional names(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>BD Baggies Ltd.</u> Address: <u>24 Farney Park - Sandymount</u> City: <u>Dublin 4</u> State: _____ Country: <u>Ireland</u> Zip: _____ <input type="checkbox"/> Association, Citizenship _____ <input type="checkbox"/> General Partnership, Citizenship _____ <input type="checkbox"/> Limited Partnership, Citizenship _____ <input type="checkbox"/> Corporation, Citizenship _____ <input checked="" type="checkbox"/> Other, Citizenship <u>Irish Limited Company</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of Conveyance/Execution Date(s):</b> Execution Date: <u>April 10, 2012</u>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	

**4. Application Number(s) or Registration Number(s) and Identification or Description of the Trademark:**

A. Trademark Application Number(s): 76/707,639      B. Trademark Registration Number(s): 2,040,674; 1,596,517; 1,568,457; 3,737,296; 4,026,312; 4,026,313; 4,042,258

Additional sheet(s) attached?    Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Applicable or Registration Number if unknown):**

Regis #: 2,040,674	Trademark: THE ORIGINAL B.D BAGGIES	Registered: Feb 25, 1997
Regis #: 1,596,517	Trademark: THE ORIGINAL B.D BAGGIES	Registered: May 15, 1990
Regis #: 1,568,457	Trademark: B.D BAGGIES	Registered: Nov 28, 1989
Regis #: 3,737,296	Trademark: B.D. BAGGIES	Registered: Jan 12, 2010
Regis #: 4,026,312	Trademark: B.D. STUDIO	Registered: Sep 13, 2011
Regis #: 4,026,313	Trademark: B.D FOUNDRY	Registered: Sep 13, 2011
Regis #: 4,042,258	Trademark: GYM BAGGS	Registered: Oct 18, 2011
Appl'n #: 76/707,639	Trademark: B.D. BAGGIES	Appl'n Date: May 16, 2011

**5. Name & Address of Party to Whom Correspondence Concerning Document Should Be Mailed:**

Name: Thomas S. Baker, Jr.  
 Address: Thomas S. Baker, Jr., Attorney at Law, LLC.  
1371 West 3<sup>rd</sup> Avenue  
 City: Columbus  
 State: Ohio      Zip: 43212  
 Phone Number: (614) 488-2202  
 Fax Number: (614) 488-2232  
 Email Address: \_\_\_\_\_

**6. Total Number of Applications and Registrations Involved:** 8

**7. Total Fee (37 CFR 2.6(b)(6) & 3.41):** \$215.00

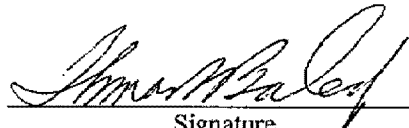
Authorized to be Charged to by Credit Card  
 Authorized to be Charged to Deposit Account  
 Enclosed

**8. Payment Information**

A. Credit Card: Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

B. Deposit Account Number: 020413  
 Authorized User Name: Thomas S. Baker, Jr.

**9. Signature:**

Thomas S. Baker, Jr.            02 MAY 2012  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$215.00 020413 7670763

## TRADEMARK ASSIGNMENT

*THIS TRADEMARK ASSIGNMENT* (this "Assignment"), effective as of ~~April 10~~ <sup>April 19</sup> 2012 (the Effective Date") is made between B.D. Baggies Ltd., a Delaware Corporation ("Assignor"), and BD Baggies Ltd., an Irish Limited Company with a domicile at 24 Farney Park - Sandymount - Dublin 4, Ireland ("Assignee").

*WHEREAS*, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) any and all trademark, and intellectual property rights, including rights of priority, and the US trademark registrations for the marks/names identified on Exhibit A attached hereto ("the Marks"); and (ii) any and all goodwill of the business associated with the Marks; and

*WHEREAS*, Assignee desires to acquire the Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

*WHEREAS*, Assignor and Assignee desire to confirm of record the assignment of the Marks and goodwill to Assignee;

*NOW, THEREFORE*, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with: (i) the goodwill symbolized by the Marks; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (iii) any royalties or other consideration owed in connection with use of the Marks after the Effective Date.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, goodwill and all other rights hereby conveyed.
3. Subject to the terms hereof, Assignee accepts such assignment of the Marks and goodwill.


*IN WITNESS WHEREOF*, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.


**ASSIGNOR:**

**ASSIGNEE:**

B.D. Baggies Ltd.

BD Baggies Ltd.

Signed:   
Name: Robert STEWART  
Title: Director

Signed:   
Name: Leigh PELOW  
Title: Director

**SCHEDULE A****MARK****REGISTRATION NO.**

THE ORIGINAL B.D BAGGIES	2,040,674
THE ORIGINAL B.D BAGGIES	1,596,517
B.D BAGGIES	1,568,457
B.D. BAGGIES	3,737,296
B.D. STUDIO	4,026,312
B.D FOUNDRY	4,026,313
GYM BAGGS	4,042,258
B.D. BAGGIES	76/707639 (application number)