

05/23/2012



015)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

103644847

Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tandy Brands Accessories, Inc

- Individual(s)
- Partnership
- Corporation - State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 1/10/12

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AA+E Leathercraft LLC

Street Address: 208 INDUSTRIAL Loop

City: Yoakum

State: TEXAS

Country: Lavaca USA Zip: 77995

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship TEXAS

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
NO. 2642164 and 2659342

Additional sheet(s) attached? Yes No

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

Tire 1 trademark

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jennifer Machacek

Internal Address: PO Box 1216

Street Address:

City: Shiner

State: TEXAS Zip: 77984

Phone Number: 361-594-8086

Docket Number:

Email Address: jennifermachacek@gvec.net

9. Signature:

Jennifer Machacek
Signature
Jennifer Machacek
Name of Person Signing

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

01 FC:0321 02 FC:0322 3-15 12

01 FC:0321
02 FC:0322

Date

Total number of pages including cover sheet, attachments, and document: 17

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

**Recordation Form Cover Sheet
TRADEMARKS ONLY**

Additional Names of Conveying parties

TBAC-TOREL, INC.

- Corporation
- Citizenship – Delaware

TBAC INVESTMENT TRUST

- Business Trust
- Citizenship – Pennsylvania

ASSIGNMENT

THIS ASSIGNMENT, dated as of January 10, 2012, is made and delivered pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated January 10, 2012 by and among Tandy Brands Accessories, Inc., a Delaware corporation ("Parent"), TBAC-Torel, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Torel"), TBAC Investment Trust, a Pennsylvania business trust ("TBAC Trust" and, collectively with Parent and Torel, "Assignors") and AA&E Leathercraft, LLC, a Texas limited liability company ("Assignee"). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, the Assignors own all rights, title and interest to certain Intellectual Property (hereinafter "IP") and Intellectual Property Applications (hereinafter "IP Applications"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, the Assignee, a Texas limited liability company, is desirous of acquiring the worldwide right, title and interest in and to the IP and the IP Applications;

NOW THEREFORE, in consideration of ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors agree and covenant as follows:

1. Assignors sell, assign, convey and transfer to Assignee, and Assignee accepts as of the date of this Assignment:
 - a. all right, title and interest in and to the IP, together with the goodwill of the business symbolized by the IP, including the right to apply for and receive registrations of the IP throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present and future infringements; and
 - b. all rights, title and interest in and to the IP Applications, together with that portion of Assignors' business with which any mark is intended to be used, including all priority rights to apply for and receive registrations throughout the world in the name of Assignee or its successors, assigns or legal representatives.
2. Assignors represent and warrant they have not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the IP or IP Applications; that, to the best of their knowledge, no third party owns, or is entitled to, any right or interest in the IP or IP Applications that would preclude, conflict with or encumber this Assignment; and that they hereby consent to this Assignment.
3. Assignors agree, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the IP and IP Applications hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

4. This Assignment and the covenants herein are made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent of Assignors.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

ASSIGNORS:

TANDY BRANDS ACCESSORIES, INC.,
a Delaware corporation

By: _____
N. Roderick McGeachy, III
President

TBAC-TOREL, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

TBAC INVESTMENT TRUST,
a Pennsylvania business trust

By: _____
Name: _____
Title: _____

ASSIGNEE:

AA&E LEATHERCRAFT, LLC,
a Texas limited liability company

By: Shannon Blaschke
Name: SHANNON BLASCHKE
Title: AUTHORIZED REPRESENTATIVE

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

ASSIGNORS:

TANDY BRANDS ACCESSORIES, INC.,
a Delaware corporation

By: *N. Roderick McGeachy III*
N. Roderick McGeachy, III
President

TBAC-TOREL, INC.,
a Delaware corporation

By: *N. Roderick McGeachy III*
Name: N. Roderick McGeachy III
Title: President

TBAC INVESTMENT TRUST,
a Pennsylvania business trust

By: *N. Roderick McGeachy III*
Name: N. Roderick McGeachy III
Title: President

ASSIGNEE:

AA&E LEATHERCRAFT, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

SCHEDULE A

Intellectual Property rights held by Sellers in the conduct of the Business:

1. All rights associated with the trademark and trade name of "AA&E Leathercraft" and "AA&E Leathercraft, Inc."
2. Torel Trademarks (Registration Nos. 2642164 and 2659342)
3. Gun Protector Patent D520235
4. Gun Protector Patent 7360648
5. Gun Sling with Single-Handed Adjustment Mechanism (patent pending -- Application 10/360191)

Schedule A

5762049v.1

RECORDED: 05/23/2012

TRADEMARK
REEL: 004793 FRAME: 0177