

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment Pursuant to Default by Borrower		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Trade Capital Services, Inc., as Agent		03/06/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	AHQ LLC		
Street Address:	34 West 33rd Street, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	76709021	Y SPORT	
Registration Number:	4067851	YAK PAK	
Registration Number:	4064255	YAK PAK	
Registration Number:	4064253	Y P	
Registration Number:	3643385	YAK PAK	
Registration Number:	2327571	YAK PAK BROOKLYN, NY	
Registration Number:	1727613	YAK PAK	
Registration Number:	2330582		
Registration Number:	2353023		
CORRESPONDENCE DATA			
Fax Number:	2124843990		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 484 3900		

OP \$240.00 76709021

Email: jenkins.marylee@arentfox.com, branch.tanya@arentfox.com,
NYIPDocket@arentfox.com
Correspondent Name: Marylee Jenkins
Address Line 1: Arent Fox LLP
Address Line 2: 1675 Broadway
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	034152.00000
NAME OF SUBMITTER:	Marylee Jenkins
Signature:	/Marylee Jenkins/
Date:	06/13/2012

Total Attachments: 4

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TRANSFER STATEMENT

Pursuant to § 9-619 of the Uniform Commercial Code, Wells Fargo Trade Capital Services, Inc. (f/k/a Wells Fargo Century, Inc.), in its capacity as secured party (in such capacity, "**Secured Party**") under the Financing Documents (as defined on Exhibit A hereto), hereby delivers this Transfer Statement, dated March 6, 2012, and certifies as follows:

1. Secured Party and Accessory Network Group LLC (the "**Debtor**") previously entered into financing arrangements pursuant to which Secured Party made secured loans and advances, and provided other financial accommodations, to Debtor as set forth in the Financing Documents.

2. Pursuant to the Financing Documents, as collateral security for all indebtedness and other obligations of Debtor to Secured Party, Debtor granted to Secured Party a continuing security interest in and lien upon, among other collateral, the Purchased Collateral (as defined on Exhibit A hereto).

3. Debtor has defaulted on its obligations to Secured Party under the Financing Documents.

4. In accordance with the Financing Documents, the New York Uniform Commercial Code and applicable law, Secured Party has exercised its post-default remedies with respect to the Purchased Collateral.

5. By reason of the exercise of such post-default remedies, AHQ LLC, a New York limited liability company ("**Buyer**"), has acquired the rights of Debtor in the Purchased Collateral.

6. The names and mailing addresses of Secured Party, Debtor and Buyer are as follows:

Secured Party:

Wells Fargo Trade Capital Services, Inc.
100 Park Avenue, 3rd Floor
New York, New York 10017
Attn: Alexander Chobot

Debtor:

Accessory Network Group LLC
350 Fifth Avenue
New York, New York 10118
Attn: Abraham Chehebar

Buyer:

AHQ LLC
34 West 33rd Street, 11th Floor
New York, New York, 10001
Attn: President

[Signature page follows]

This Transfer Statement is delivered pursuant to and in accordance with the provisions of § 9-619 of the Uniform Commercial Code as in effect in any applicable jurisdiction.

WELLS FARGO TRADE CAPITAL
SERVICES, INC.

By: James C. Bodie
Name: James C. Bodie
Title: Authorized Signatory

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 2nd day of February in the year 2012, before me, the undersigned, personally appeared James C. Bodie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Paula Agius
Notary Public

PAULA AGIUS
Notary Public, State of New York
No. 01AG6057869
Qualified in New York County
Commission Expires April 30, 2015

EXHIBIT A

As used in the Transfer Statement to which this Exhibit A is attached, the following terms shall have the meanings given to them below:

1. **“Credit Agreement”** means that certain Credit Agreement, dated as of February 22, 2008, by and between Secured Party, the lenders identified on the signature pages thereof, Debtor, and each of Debtor’s subsidiaries indentified on the signature pages thereof, as amended, restated, supplemented or otherwise modified from time to time, including by that certain Forbearance Agreement, dated as of November 28, 2011.
2. **“Financing Documents”** shall mean, collectively, the Credit Agreement, the Security Agreement, the Trademark Agreement and all other agreements, documents and/or instruments executed in connection therewith or related thereto, each as amended, restated, supplemented or otherwise modified from time to time.
3. **“Purchased Collateral”** shall mean the Collateral (as defined in the Security Agreement) described in Schedule I attached hereto.
4. **“Security Agreement”** shall mean that certain Security Agreement, dated as of February 22, 2008, made by Debtor and each of Debtor’s affiliates and subsidiaries identified on the signature pages thereof in favor of Secured Party, as amended, restated, supplemented or otherwise modified from time to time.
5. **“Trademark Agreement”** shall mean that certain Trademark Security Agreement, dated February 22, 2008, by and between Debtor and Secured Party and recorded by the Assignment Services Division of the United States Patent and Trademark Office on May 21, 2008 at Reel/Frame 3783/0435, as amended, restated, supplemented or otherwise modified from time to time.

SCHEDULE I

Purchased Collateral

The following trademarks registered or applied for in the United States Patent and Trademark Office:

Yak Pak (No. 77894355);

Yak Pak (No. 85082160);

Yak Pak (No. 3643385);

Yak Pak (No. 1727613);

Yak Pak Brooklyn NY and Hoof Design (No. 2327571);

Hoof Design (No. 2353023);

Hoof Design (No. 2330582); and

YP (in Circle Design) with Hoof Print Design (No. 85081194);

together with the goodwill of the business symbolized thereby, and all derivatives, sub-brands, and any other brands owned by ANG, worldwide.