

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
Atsco Footwear, LLC		11/01/2012	LIMITED LIABILITY COMPANY: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	KBG, LLC
Street Address:	34 West 33rd Street
Internal Address:	7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1803808	BOSTON ACCENT
Registration Number:	2116915	BOSTON ACCENT WEATHERPROOF
Registration Number:	1289130	DONNER MOUNTAIN
Registration Number:	3477909	DONNER MOUNTAIN
Registration Number:	1661790	KHOMBU
Registration Number:	3172609	KHOMBU
Registration Number:	3431974	MAUI SHORE COMPANY
Registration Number:	3454998	METROLINE
Serial Number:	85310686	TERRAIN BY KHOMBU
Registration Number:	4080913	WATERMATES BY KHOMBU
Registration Number:	3378414	WEATHER ACCENTS
Registration Number:	3345711	WEATHERMATES
Registration Number:	1987230	WOODSTOCK

OP \$390.00 1803808

Serial Number:	85754135	WEEKENDS BY KHOMBU
Serial Number:	85754903	KHOMBU B-KOOL COLLECTION

CORRESPONDENCE DATA

Fax Number: 2124255288
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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ATTORNEY DOCKET NUMBER:	14171/1069
NAME OF SUBMITTER:	Michael Kelly, Esq.
Signature:	/Michael Kelly/
Date:	11/13/2012

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Agreement") is made and entered into as of the 1st day of November, 2012, by and among KBG, LLC, a New York limited liability company ("KBG") and Atsco Footwear, LLC, a Massachusetts limited liability company ("Atsco"). KBG and Atsco are sometimes hereinafter collectively referred to as the "Parties" or each of them is sometimes referred to individually as a "Party."

WHEREAS, pursuant to a separate Asset Purchase Agreement between the Parties, KBG has agreed to purchase certain intellectual property assets from Atsco;

WHEREAS, the intellectual property assets include trademark rights which are owned by Atsco and are set forth in the attached Exhibit A (the "Trademarks"); and

WHEREAS, KBG will be the successor to the business of Atsco with which the Trademarks will be used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Atsco does hereby irrevocably and perpetually assign, sell, transfer, convey and grant to KBG, its successors and assigns, any and all right, title and interest in and to the Trademarks, including the registrations or applications therefore, any common law rights associated therewith, the goodwill appurtenant thereto and symbolized thereby, and the right to recover for past infringements thereof, the same to be held and enjoyed by KBG, its successors and assigns to the same extent that it would have been held and enjoyed by Atsco if this Agreement had not been made.

Atsco represents, warrants and covenants that: (i) Atsco is the sole legal and equitable owner of all right, title and interest in and to the Trademarks and has full right, power and authority to enter into this Agreement and to convey the Trademarks to KBG free and clear of all liens; (ii) the Trademarks are valid, subsisting, and in full force and effect; (iii) Atsco has never granted and will not in the future grant any rights to any third parties concerning the Trademarks; (iv) the Trademark are fully assignable by Atsco to any person or entity, without payment to or consent of any other person or entity, or other condition or restriction; (v) there are no outstanding licenses, sublicenses or permissions granted by Atsco (or its designees, predecessors or affiliates) to use the Trademarks; (vi) no other entity has the right to use or register the Trademarks; and (vii) at the time of this Agreement, no third-party has asserted that the Trademarks have been abandoned or that the use of the Trademarks is unlawful or violates any party's rights.

Atsco agrees to execute and deliver to KBG, or its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by KBG, or its successors and assigns, to perfect the title herein conveyed, or intended so to be, and to enable such title to be recorded with any administrative or governmental agency including without limitation, the United States Patent and Trademark Office and any similar agency in another country.



ATSCO FOOTWEAR, LLC

By: 

Name: Alan Colman

Title: Manager

EXHIBIT A

BOSTON ACCENT	United States of America	Registered	74/326240	1803808	09-Nov-1993
BOSTON ACCENT WEATHERPROOF	United States of America	Registered	75/104260	2116915	25-Nov-1997
DONNER MOUNTAIN	United States of America	Registered	73/421603	1289130	07-Aug-1984
DONNER MOUNTAIN	United States of America	Registered	78/416700	3477909	29-Jul-2008
	Canada	Registered	0554092	TMA447891	22-Sep-1995
	Canada	Registered	0569595	TMA361135	27-Oct-1989
KHOMBU	Canada	Registered	0662854	TMA391726	13-Dec-1991
KHOMBU	China (People's Republic)	Pending	6414769		
KHOMBU	China (People's Republic)	Registered	6296894	6296894	07-Apr-2010
KHOMBU	European Community	Registered	3736733	003736733	05-Aug-2005
KHOMBU	France	Registered	94/502429	94/502429	20-Jan-1994
KHOMBU	Germany	Registered	C46329/25	2084570	10-Nov-1994
KHOMBU	Italy	Registered	94C001026	1086968	11-Jan-2008
KHOMBU	Japan	Registered	32721/94	4005060	30-May-1997
KHOMBU	United Kingdom	Registered	1434456	1434456	10-Apr-1992
KHOMBU	United States of America	Registered	74/089239	1661790	22-Oct-1991
KHOMBU	United States of America	Registered	78/977579	3172609	14-Nov-2006
MAUI SHORE COMPANY	United States of America	Registered	77/045554	3431974	20-May-2008
METROLINE	United States of America	Registered	77/198724	3454998	24-Jun-2008
TERRAIN BY KHOMBU	United States of America	Allowed	85/310686		

WATERMATES BY KHOMBU	United States of America	Registered	85/105856	4080913	03-Jan-2012
WEATHER ACCENTS	United States of America	Registered	77/230545	3378414	05-Feb-2008
WEATHERMATES	United States of America	Registered	78/799723	3345711	27-Nov-2007
WOODSTOCK	United States of America	Registered	74/720300	1987230	16-Jul-1996
WEEKENDS BY KHOMBU	United States of America	Pending	85/754135		
KHOMBU B.KOOL COLLECTION	United States of America	Pending	85/754903		