

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIVA DESIGNS, INC.		01/22/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BARRY HOLDINGS, INC.		
Street Address:	13405 Yarmouth Road, NW		
City:	Pickerington		
State/Country:	OHIO		
Postal Code:	43147		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3900382	KIVA	
Registration Number:	1733052	KIVA	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8856		
Email:	jspiantanida@vorys.com, rsdonnell@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Richard S. Donnell, Esq.		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	001054-45/1707/KIVA-BARRY		
DOMESTIC REPRESENTATIVE			

CH \$65.00 3900382

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

NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	04/08/2013

Total Attachments: 5

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**MASTER
INTELLECTUAL PROPERTY ASSETS ASSIGNMENT**

THIS MASTER INTELLECTUAL PROPERTY ASSETS ASSIGNMENT ("Assignment") is made and entered into as of the 22 day of January 2013 by KIVA DESIGNS, INC., a California corporation, having its principal place of business at 6440 Goodyear Road, Benicia, California 94510 ("Assignor") and BARRY HOLDINGS, INC., an Ohio corporation, having its principal place of business at 13405 Yarmouth Road, NW, Pickerington OH 43147 or its designee ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of Jan. 22, 2013 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling, assigning, transferring and delivering to Assignee the Intellectual Property Assets (as defined in the Asset Purchase Agreement), including the Marks, the Patents and the Net Names, all as more particularly described in the Asset Purchase Agreement;

WHEREAS, Assignor has adopted, used and is using and/or owns the Marks listed on Schedule A, which Marks are pending or registered in the countries indicated on Schedule A;

WHEREAS, Assignor owns the Patents listed on Schedule B;

WHEREAS, Assignor owns the Net Names listed on Schedule C;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in and to the Intellectual Property Assets, together with the goodwill of the business associated with the Marks, and the applications and registrations of the Marks, Patents and Net Names listed in Schedules A, B and C respectively;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and convey to Assignee or its designee all of Assignor's worldwide right, title and interest in and to the Intellectual Property Assets and the applications and registrations therefor listed in Schedules A, B and C, together with the goodwill of the business symbolized by the Marks; and including, without limitation, Assignor's right, title and interest in and to (1) all income, royalties, damages and payments now and hereafter due and/or payable with respect to the Intellectual Property Assets including, without limitation, damages and payments for past or future infringements thereof; (2) the right to sue for past, present and future infringements of the Intellectual Property Assets; (3) the right to secure registration for the Intellectual Property Assets; (4) the right to secure all renewals, reissues, continuations, extensions and the like for the registration of the Intellectual Property Assets; and (5) all rights corresponding thereto, as fully and entirely as the same would have been held and enjoyed by Assignor had this Master Intellectual Property Assets Assignment not been made.

Assignor undertakes that upon the request of Assignee or its designees, it and/or its successor in business, shall make all rightful oaths, testify on behalf of Assignee or its designees in matters involving the Intellectual Property Assets and do all other lawful acts necessary to carry out the intent of this Assignment as well as to provide such other material, documents, information and assistance to Assignee or its designees, as may be considered necessary in connection therewith all at the expense of Assignee.


This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

IN WITNESS WHEREOF, the undersigned have caused this Master Intellectual Property Assets Assignment to be executed effective as of the date first above written.


ASSIGNOR

KIVA DESIGNS, INC.

By: 
Name: Margaret Raible
Title: President/CEO

ASSIGNEE

BARRY HOLDINGS, INC.

By: 
Name: JOSE G. BARBA
Title: Vice President & Treasurer

SCHEDULE A

PENDING AND REGISTERED MARKS

KIVA	U.S. Federal	3900382	18	(INT. CL. 18) BACKPACKS; HANDBAGS; LUGGAGE; ...	REGISTERED
KIVA	U.S. Federal	1733052	18	(INT. CL. 18) LUGGAGE, HANDBAGS, BACKPACKS AND ...	RENEWED (REGISTERED)
KIVA	South Korea	4003942990000	18	18 Backpacks; Purses; Handbags	REGISTRATION (REGISTERED)
KIVA	Japan	3206088	18		REGISTERED
Design Only	Japan	3239786	18		REGISTERED
KIVA	Japan	3229860	25		REGISTERED
KIVA	Japan	3225030	28		REGISTERED
Design Only	Japan	3260157	25		REGISTERED
Design Only	Japan	3233491	28		REGISTERED
KIVA	Hong Kong	199801278	18	Class 18: luggage, handbags, backpacks and ...	REGISTRATION
KIVA	Taiwan	00850342	18	第018類: 行李箱、手提袋、背包及錢包。	REGISTRATION
Design Only	Taiwan	00819417	18	第018類: 行李箱、手提袋、背包及錢包。	REGISTRATION
KIVA DESIGNS	Community Trademarks	901694	18	18 Rejsetasker, rejsekister (store kufferter), ...	REGISTRATION (REGISTERED)
KIVA	Singapore	4243188	18	18 Luggage, handbags, backpacks and purses.	REGISTRATION (REGISTERED)
KIVA	New Zealand	288659	18	18 luggage, handbags, backpacks and purses	REGISTRATION (REGISTERED)

COMMON LAW MARKS

COMPRESS IT CUBES
AIRCRAFT TOILETRY KIT
GLACIER
CARRY YOUR WORLD

BUSINESS NAMES

Kiva Designs, Inc.

SCHEDULE B

PATENTS

Patent Number	Title	Issue Date	Owner of Record
D626,726 S	Convertible Hat with Integral Storage Case	11/9/2010	Kiva Designs Inc.
D639,084	Expandable/Compressible Packing Box	6/7/2011	Kiva Designs Inc.

SCHEDULE C

NET NAMES

Kivadesigns.com
Kivadesigns.net
Kivabags.com
Kivaluggage.com
Packinggenius.com
Kivapackinggenius.com