

## 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
BARRY HOLDINGS, INC.		01/22/2013	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	BAGGALLINI, 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/BARRYTOBAG		
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 22nd day of January, 2013 by BARRY HOLDINGS, INC., an Ohio corporation, having its principal place of business at 13405 Yarmouth Road, NW, Pickerington OH 43147 ("Assignor") and BAGGALLINI, INC., an Ohio corporation having its principal place of business at 13405 Yarmouth Road, NW, Pickerington OH 43147 ("Assignee").

**WITNESSETH:**

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 Marks, Patents and Net Names (collectively the "Intellectual Property"), together with the goodwill of the business associated with the Marks, and the applications and registrations of the Intellectual Property 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 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 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; (3) the right to secure registration for the Intellectual Property; (4) the right to secure all renewals, reissues, continuations, extensions and the like for the registration of the Intellectual Property; 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 Assignment not been made.

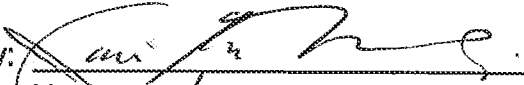
Assignor undertakes that upon the request of Assignee or its designees, it and/or its successor in business, shall make all rightful oaths, testify on behalf of Assignee or its designees in matters involving the Intellectual Property and do all other lawful acts necessary to carry out the intent of this 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 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 Assignment to be executed effective as of the date first above written.

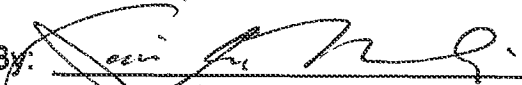
**ASSIGNOR**

BARRY HOLDINGS, INC.

By:   
Name: JOSE G. IBARRA  
Title: Vice President - Treasurer.

**ASSIGNEE**

BAGGALLINI, INC.

By:   
Name: JOSE G. IBARRA  
Title: Treasurer & Secretary

## SCHEDULE A

### PENDING AND REGISTERED MARKS

Trademark	Database	Registration Application Number	International Class(es)	Goods and Services	Status
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	4003942890000	18	18 Backpacks; Purses; Handbags	REGISTRATION (REGISTERED)
KIVA	Japan	3208088	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	199601278	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	4243196	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
D626,726 S	Convertible Hat with Integral Storage Case	11/09/2010
D639,064	Expandable/Compressible Packing Box	06/07/2011
D662,711 S	Toiletry Kit	07/03/2012

**SCHEDULE C**

**NET NAMES**

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