

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
Mosey Company Limited		03/29/2013	CORPORATION: HONG KONG

**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: 1**

Property Type	Number	Word Mark
Registration Number:	3971196	MOSEY

**CORRESPONDENCE DATA**

Fax Number: 2025339099  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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:	001054-47/1707/MOSEYTOBAR
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**DOMESTIC REPRESENTATIVE**

Name:

CH \$40.00 3971196

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

NAME OF SUBMITTER:

Richard S. Donnell

Signature:

/richard s donnell/

Date:

04/17/2013

**Total Attachments: 9**

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**MASTER  
INTELLECTUAL PROPERTY ASSETS ASSIGNMENT**

THIS MASTER INTELLECTUAL PROPERTY ASSETS ASSIGNMENT ("Assignment") is made and entered into as of the 29th day of March, 2013 by MOSEY COMPANY LIMITED, a Hong Kong corporation, having its principal place of business at 1802, 18/F., WorldWide House, 19 Des Vouex Road, Central, Hong Kong, JOHN T. MCLAUGHLIN and JIAN YAN MO and SHENZHEN BAGGALLINI DISTRIBUTION CO., and ORVEST LLC DBA MOSEYLIFE COMPANY (collectively "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 March 29, 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, without limitation, the Marks, the Copyrights 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 including, without limitation, those listed on Schedule A, which Marks are pending or registered in the countries indicated on Schedule A or are unregistered;

WHEREAS, Assignor owns the Copyrights including, without limitation, those listed on Schedule B;

WHEREAS, Assignor owns the Net Names including, without limitation, those 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, including, without limitation, the Marks, Copyrights and Net Names, including, without limitation, those 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, including, without limitation, those 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.

[Remainder of this page intentionally left blank]

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**

MOSEY COMPANY, LIMITED

By: \_\_\_\_\_

Name: JOHN T. McLAUGHLIN  
Title: PRESIDENT + MANAGING DIRECTOR



**ASSIGNEE**

BARRY HOLDINGS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR**

JOHN T. McLAUGHLIN

\_\_\_\_\_ an individual

**ASSIGNOR**

JIAN YAN MO

\_\_\_\_\_ an individual

**ASSIGNOR**

SHENZHEN BAGGALLINI DISTRIBUTION CO.

By: \_\_\_\_\_

Name: JOHN T. McLAUGHLIN  
Title: PRESIDENT + MANAGING DIRECTOR

**ASSIGNOR**

ORVEST LLC DBA MOSEYLIFE COMPANY

By: \_\_\_\_\_

Name: JOHN T. McLAUGHLIN  
Title: PRESIDENT

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

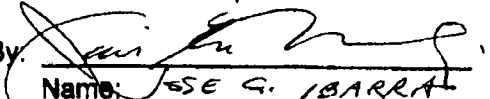
**ASSIGNOR**

MOSEY COMPANY, LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

BARRY HOLDINGS, INC.

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

**ASSIGNOR**

JOHN T. MCLAUGHLIN

\_\_\_\_\_  
an individual

**ASSIGNOR**

JIAN YAN MO

\_\_\_\_\_  
an individual

**ASSIGNOR**

SHENZHEN BAGGALLINI DISTRIBUTION CO.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR**

ORVEST LLC DBA MOSEYLIFE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**

MOSEY COMPANY, LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR**

JOHN T MCLAUGHLIN

\_\_\_\_\_  
an individual

**ASSIGNOR**

SHENZHEN BAGGALLINI DISTRIBUTION  
CO.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

BARRY HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR**

JIAN YAN MO

  
\_\_\_\_\_  
an individual

**ASSIGNOR**

ORVEST LLC DBA MOSEYLIFE  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SCHEDULE A

### PENDING AND REGISTERED MARKS

Mark	Country	App No. File Date	Status	Reg. Date	Goods and Services	Maintenance Due
MOSEY	Canada	1463894 5/10/2011	Registered  Reg. No. TMA797143	5/10/2011	Int. Cl. 18 Travel bags, carry-all bags, sport bags, school bags, tote bags, briefcases, fanny packs, backpacks, cosmetic bags sold empty, toiletry cases sold empty, luggage, jewelry pouches for travel, leather jewelry pouches, felt jewelry pouches, drawstring jewelry pouches, coin purses and wallets	5/10/2026
MOSEY and Design	China	4/13/2011	Registered  Reg. No. 9336195	7/14/2012	Int. Cl. 18 Goods made of leathers and imitation suitcases and products for daily use and walking sticks	7/13/2022
MOSEY and Design	China	12/21/2009	Registered  Reg. No. 7932447	9/7/2011	Int. Cl. 18 Goods made of leathers and imitation suitcases and products for daily use and walking sticks	9/6/2021
MOSEY	Community Trademark	12/21/2009	Registered  Reg. No. 8772014	6/15/2010	Int. Cl. 9 Laptop bags Int. Cl. 18 Travel bags, carry-on bags, carry-all bags, sport bags, school bags, tote bags, briefcases, fanny packs (bum bags), backpacks, cosmetic bags sold empty, toiletry cases sold empty, luggage, jewelry pouches for travel, leather jewelry pouches, felt jewelry pouches, drawstring jewelry pouches, coin purses and wallets	12/21/2019
MOSEY	Japan	2010-001218 1/12/2010	Registered  Reg. No. 5335235	7/2/2010	Int. Cl. 18 Leather products. Nat. Cl. 21C01 Bags and the like, pouches and the like. Nat. Cl. 21F01 Vanity cases (not fitted).	7/2/2020
MOSEY	Singapore	T1112161E	Pending	9/2/2011	Int. Cl. 18 Travel bags, carry-all bags, sport bags, laptop bags, school bags, tote bags, briefcases, fanny packs, backpacks, cosmetic bags sold empty, toiletry cases sold empty, luggage, jewelry pouches, coin purses, wallets and passport cases	Pending
MOSEY	U.S.	77794832 7/31/2009	Registered  Reg. No. 3971196	5/31/2011	Int. Cl. 18 Travel bags, carry-on bags, carry-all bags, sport bags, school bags, tote bags, briefcases, fanny packs, backpacks, cosmetic bags sold empty, coin purses and wallets	5/31/2017



**SCHEDULE A (Continued)**

**COMMON LAW (Unregistered)**

MOSEY LIFE

Product configuration trade dress in Seller's product designs

Trade dress in Seller's product packaging and hang tags

**Collection Names:**

Luxe by Mosey

Whim "with her in mind"

**Product/Style Names:**

Easy Flapper

Mag's

Savvy

Tripper

Convertible

Duffy

Gatitote

Weekender

Pukkit

Mobile Fun(d)

Roamer

Abowt

Flapper

Little Buckle

Getalong

Lessy

Wink

Move-a-long

Working Girl

The Pocket

Levy

Ruby

Lauren

Charlotte

Sally

Sandy

All day

Add On

The Snap

Double Surprise

Little Coin

Sidewinder

## **SCHEDULE B**

### **COPYRIGHTS**

#### **Registered Copyrights:**

None.

#### **Unregistered Copyrights:**

All original works of authorship fixed in tangible form, created by or otherwise owned by Seller, including without limitation, the following:

- Product designs, mock-ups, specifications and other similar documents;
- Promotional, marketing, and advertising materials and collateral of any kind;
- Catalogs;
- Logos, designs and graphics;
- Documents describing product design and/or manufacturing requirements and guidelines;
- Website designs and content;
- Customer lists;
- Supplier lists;
- Manufacturer lists;
- Product packaging and product packaging mock-ups, designs, specifications and other similar documents;
- Hang tags;
- Product images;
- Operations manuals and business plans; and
- Documents describing marketing and business strategies

## SCHEDULE C

### NET NAMES (Registered)

#### Domain Names:

Moseylife.com  
Moseylife.biz  
Moseylife.cn  
Moseylife.co.uk  
Moseylife.in  
Moseylife.info  
Moseylife.me  
Moseylife.mobi  
Moseylife.org  
Moseylife.tv  
Moseylife.us  
Thescoop@moseylife.com

#### Social Media Names:

[www.facebook.com/moseylife](http://www.facebook.com/moseylife)  
[www.twitter.com/moseylife](http://www.twitter.com/moseylife)  
[www.pinterest.com/source/moseylife.com](http://www.pinterest.com/source/moseylife.com)