

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.		03/29/2013	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: 1			
Property Type	Number	Word Mark	
Registration Number:	3971196	MOSEY	
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:	001054-47/1707/BARRYTOBAG		
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:

04/19/2013

Total Attachments: 6

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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 BARRY HOLDINGS, INC., an Ohio corporation, having its principal place of business at 13405 Yarmouth Road, NW, Pickerington OH 43147 or its designee ("Assignor") and BAGGALLINI, INC., an Ohio corporation, having its principal place of business at 13405 Yarmouth Road, NW, Pickerington Ohio 43147 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Mosey Company Limited, et. al. entered into that certain Asset Purchase Agreement, dated as of March 29, 2013 (the "Asset Purchase Agreement"), pursuant to which Assignor acquired 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, the Marks include, without limitation, those listed on Schedule A, which Marks are pending or registered in the countries indicated on Schedule A or are unregistered;

WHEREAS, the Copyrights include, without limitation, those listed on Schedule B;

WHEREAS, the Net Names include, 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 are hereby acknowledged, Assignor does hereby grant, assign and convey to Assignee 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

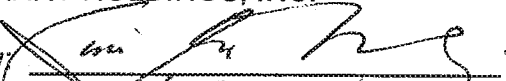
necessary to carry out the intent of this Assignment as well as to provide such other material, documents, information and assistance to Assignee or its designees, as may be considered necessary in connection therewith all at the expense of Assignee.

This Assignment 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.

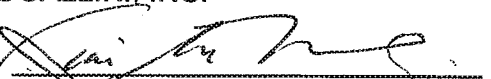
ASSIGNOR

BARRY HOLDINGS, INC.

By: 
Name: JOSE G. IBARRA
Title: VP - Treasurer

ASSIGNEE

BAGGALLINI, INC.

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

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 Assignor's product designs

Trade dress in Assignor's product packaging and hang tags

Collection Names:

Luxx 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 Assignor, 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
www.twitter.com/moseylife
www.pinterest.com/source/moseylife.com