

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
Millennium Leather LLC		09/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	EBSCO Industries, Inc.		
Street Address:	5724 Highway 280 E		
Internal Address:	Legal Services		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35242		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2621732	ANDREW PHILIPS	
CORRESPONDENCE DATA			
Fax Number:	2059814046		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-408-4895		
Email:	wdimon@ebSCO.com		
Correspondent Name:	EBSCO Industries, Inc.		
Address Line 1:	5724 Highway 280 E		
Address Line 2:	Legal Services		
Address Line 4:	Birmingham, ALABAMA 35201		
NAME OF SUBMITTER:	J. David Walker, VP and CFO		
Signature:	/J. David Walker/		

OP \$40.00 2621732

Date:

09/10/2013

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

September 6, 2013

This ASSIGNMENT OF TRADEMARKS (this "Assignment of Trademarks") is entered into by and between Millennium Leather, LLC, a New Jersey limited liability company (the "Assignor"), and EBSCO Industries, Inc., a Delaware corporation (the "Assignee"), and is effective as of the date set forth above. Capitalized terms used but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of all right, title and interest in and to each trademark (including common law rights, and including all registrations, renewals and applications thereof), along with the goodwill associated therewith, listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS, Assignor has entered into an Asset Purchase Agreement (the "Purchase Agreement") dated of even date herewith with Assignee, Philip Kahan and Donna Kahan;

WHEREAS, Assignor desires and has agreed to assign all right, title and interest in and to the Trademarks to the Assignee, pursuant to the terms of the Purchase Agreement; and

WHEREAS, Assignee desires and has agreed to accept the assignment of the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title, and interest in and to the Trademarks, forever and throughout the world, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong in relation to any of the Trademarks, or any license, agreement, contract or other matter relating thereto, worldwide and forever.

Assignor for itself, its successors and assigns agrees to execute and deliver, or cause to be executed and delivered, to Assignee, any other or additional assignments, powers and other appropriate documentation, and to take all additional actions, necessary to effectuate, validate and record this Assignment of Trademarks including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in both the United States Patent and Trademark Office and in foreign trademark offices.

This Assignment of Trademarks and the covenants and agreements contained herein shall be binding upon Assignor, its survivors and assigns and shall inure to the benefit of Assignee, its successors and assigns.

This Assignment of Trademarks does not limit the rights, obligations, representations, warranties and/or indemnifications provided in the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment of Trademarks and the terms and conditions of the Purchase Agreement, the terms of the Purchase Agreement shall control.

This Assignment of Trademarks shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflict of laws) and the federal laws of the United States.

This Assignment of Trademarks may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed and delivered by their duly authorized officer as of the date first set forth above.

ASSIGNOR:

MILLENNIUM LEATHER, LLC,
a New Jersey limited liability company

By: Philip Kahan

Name: Philip Kahan

Title: CEO/Member

ASSIGNEE:

EBSCO INDUSTRIES, INC.,
a Delaware corporation

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed and delivered by their duly authorized officer as of the date first set forth above.

ASSIGNOR:

MILLENNIUM LEATHER, LLC,
a New Jersey limited liability company

By: _____
Name:
Title:

ASSIGNEE:

EBSCO INDUSTRIES, INC.,
a Delaware corporation

By: Matt [Signature]
Name: MATT CASHMAN
Title: VICE PRESIDENT

SCHEDULE A
to Assignment of Trademarks

(Attached.)

Schedule A – Assignment of Trademarks

See attached documents:

Trademarks;

- 1) Andrew Philips US trademark 2621732

