

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TANDY BRANDS ACCESSORIES, INC.		01/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MANN & BROS. INC.		
Street Address:	48 West 37th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2352242	ESSENTIALS BY ROLFS	
Registration Number:	2777432	ROLFS	
Registration Number:	0911958	CANTERBURY	
Registration Number:	0998500	CANTERBURY	
Registration Number:	2049808	CANTERBURY	
Registration Number:	0684952	HICKOK	
Registration Number:	0700221	HICKOK	
Serial Number:	85511398	ROLFS SIGNATURE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	pto@sillscummis.com		
Correspondent Name:	Elyse A Marcus		
Address Line 1:	30 Rockefeller Plaza, 29th Fl.		
Address Line 2:	Sills Cummis & Gross P.C.		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	09910013.000001		
NAME OF SUBMITTER:	Elyse A Marcus		

CH \$215.00 2352242

SIGNATURE:	/Elyse A Marcus/
DATE SIGNED:	05/07/2014
Total Attachments: 4 source=Tandy#page1.tif source=Tandy#page2.tif source=Tandy#page3.tif source=Tandy#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is effective as of January 29, 2014 (the "Effective Date"), between and among TANDY BRANDS ACCESSORIES, INC., a Delaware corporation, having its principal place of business at 3631 W. Davis, Suite A, Dallas, TX 75211 ("Assignor") and MANN & BROS. INC., a New York corporation, having its principal place of business at 48 West 37 Street, New York, NY 10018 ("Assignee").

RECITALS:

WHEREAS, Salus Capital Partners, LLC ("Seller"), as a lender, as administrative agent and as collateral agent, has entered into certain loan arrangements (the "Loan Arrangements") with Assignor and certain affiliates thereof (collectively, "Obligors");

WHEREAS, the Loan Arrangements are evidenced by, among other documents, instruments, and agreements, the following: (i) that certain Credit Agreement dated as of July 24, 2013 by and among the Seller and the Obligors (as amended and in effect, the "Credit Agreement"); (ii) that certain Security Agreement dated as of July 24, 2013 granted by the Obligors in favor of the Seller (as amended and in effect, the "Security Agreement"); (iii) that certain Grant of Security Interest in United States Copyrights dated as of July 24, 2013 granted by the Borrower and Obligors in favor of the Seller (as amended and in effect, the "Copyrights Agreement"); and (iv) that certain Grant of Security Interest in United States Trademarks dated as of July 24, 2013 granted by the Obligors in favor of the Seller (as amended and in effect, the "Trademarks Agreement" and, together with the Copyrights Agreement, collectively the "IP Agreements") (the Credit Agreement, Security Agreement, and IP Agreements, together with all other documents, instruments, and agreements executed in connection with the Loan Arrangement, the "Loan Documents");

WHEREAS, pursuant to that certain Notice of Default, dated January 29, 2014 ("Default Notice"), Seller provided formal notice to Obligors of the existence and continuation of various defaults and Events of Default under the Loan Documents;

WHEREAS, pursuant to that certain Notification of Disposition of Collateral, dated January 29, 2014 ("UCC Sale Notice"), Seller provided formal notice to Obligors that Seller intended to sell (each a "Sale", and collectively the "Sales") certain of the "Collateral", including, without limitation, the Acquired Assets (collectively, the "Subject Collateral"), with such Sales to be consummated through one or more public and/or private sales, in Seller's discretion and in accordance with the terms of the Loan Documents and applicable law, including, without limitation, the Uniform Commercial Code ("UCC");

WHEREAS, pursuant to an agreement entered into with Seller dated January 29, 2014 (the "Consent Agreement"), Obligors, *inter alia*, (a) waived any notice regarding the Sales to which the Obligors may have been entitled under the terms and conditions of the Loan Documents and/or applicable law (including, but not limited to, the UCC, or otherwise), including, without limitation, notice of a private sale of the Subject Collateral or parts thereof, and (b) agreed to cooperate and facilitate Seller's sale or other disposition of the Subject

Collateral (including, without limitation, as concerns the Sale of the Acquired Assets (as defined in the Purchase Agreement (defined below)) as contemplated under this Agreement), in each case subject in all respects to the terms of the Consent Agreement;

WHEREAS, in furtherance of the matters provided for in the Consent Agreement, Seller and Assignee entered into that certain Purchase and Sale Agreement, dated as of January 29, 2014 (the "Purchase Agreement"), respecting the Seller's sale of all of Obligor's rights, title and interest in and to the Acquired Assets (as defined in the Purchase Agreement);

WHEREAS, as set forth in the Purchase Agreement, effective as of the Effective Date, Assignee became the owner of all of the right, title and interest in and to (i) the trademarks set forth in Exhibit A-3 thereto;

WHEREAS, Assignor is executing and delivering this Trademark Assignment in order to (a) facilitate the transactions provided for under the Purchase Agreement, consistent with the provisions of the Consent Agreement, and (b) document and effectuate the assignment, transfer and conveyance to Assignee of those trademarks and associated registrations listed in Schedule A annexed hereto (each a "Mark", and collectively the "Marks"), together with the goodwill associated with the Marks, all as provided for under the Purchase Agreement and effective as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks, the goodwill associated with the Marks, as well as any renewals thereof, solely with respect to the Marks, all royalties, damages, and payments now or hereafter due or payable, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights, including the goodwill, corresponding thereto throughout the respective countries where Assignor holds rights in the Marks. The foregoing assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of law principles. The parties agree that the state and federal courts located in the City, County and State of New York shall have exclusive jurisdiction over any disputes hereunder, and they each hereby consent to such jurisdiction.

3. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this

Assignment and of signature pages by facsimile or other form of electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other form of electronic transmission shall be deemed to be their original signatures for all purposes.

WHEREFORE, Assignor has duly executed this Trademark Assignment effective as of the Effective Date.

ASSIGNOR:

TANDY BRANDS ACCESSORIES, INC.



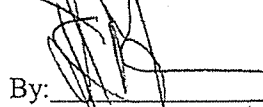
By: _____

Name: Timothy D. Boates

Its: Chief Restructuring Officer

ASSIGNEE:

MANN & BROS. INC.



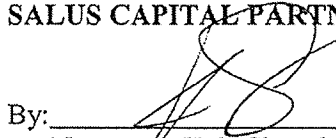
By: _____

Name: JACK MANN

Its: President

CONSENTED TO:

SALUS CAPITAL PARTNERS, LLC



By: _____

Name: Kyle Shonak

Its: Executive Vice President-Special Opportunities

Schedule A

MARK	COUNTRY	REGISTRATION NO.
ESSENTIALS BY ROLFS	U.S.A.	2352242
ROLFS (Block Letters)	U.S.A.	2777432
CANTERBURY (Block Letters)	U.S.A.	0991958
CANTERBURY & Design	U.S.A.	0998500
CANTERBURY (Block Letters)	U.S.A.	2049808
HICKOK (Block Letters)	U.S.A.	0684952
HICKOK (Block Letters)	U.S.A.	0700221
ROLF'S SIGNATURE	U.S.A.	85/511398
ROLFS	Canada	140458
HICKOK (Block Letters)	Canada	037290
CANTERBURY	Canada	794411

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