CH \$40.00 2918

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM318916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortina Leathers, Inc.		10/01/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Leather Resource of America, Inc.			
Street Address:	494 East Main Road			
City:	Conneaut			
State/Country:	OHIO			
Postal Code:	44030			
Entity Type:	CORPORATION: OHIO			

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2918947	CORTINA LEATHERS	

CORRESPONDENCE DATA

Fax Number: 2162410816

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-622-8200

Email: ipdocket@calfee.com

Correspondent Name: Calfee, Halter & Griswold LLP

Address Line 1: 1405 East Sixth Street
Address Line 2: The Calfee Building

Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	31246/04012
NAME OF SUBMITTER:	Ryan W. Falk
SIGNATURE:	/Ryan W. Falk/
DATE SIGNED:	10/03/2014

Total Attachments: 6

source=02709065#page1.tif

source=02709065#page2.tif

source=02709065#page3.tif

source=02709065#page4.tif

source=02709065#page5.tif

TRADEMARK

900303058 REEL: 005374 FRAME: 0085

source=02709065#page6.tif

EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into

as of October 1, 2014, by and between Cortina Leathers, Inc., a New York corporation with an

address at 41-51 West 25th Street, Manhattan, New York 10010 ("Assignor"), and Leather

Resource of America, Inc., an Ohio corporation with an address at 494 East Main Road,

Conneaut, Ohio 44030 ("Assignee").

WHEREAS, Assignor is engaged in the business of selling and supplying upholstery

leather to various markets (the "Business");

WHEREAS, Assignor, Assignee, Elayne Dillon Siegman Ltd. d/b/a Design Marketing

Sales Associates, a New York corporation, Meryl Siegman and Elayne Siegman are parties to

that certain Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase

Agreement"), which provides, among other things, that Assignee is purchasing certain of the

assets of Assignor;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and

interests in certain of the Assignor's intellectual property, and Assignee desires to accept the

assignment of such intellectual property from Assignor, subject to the terms and conditions of

the Asset Purchase Agreement and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its

successors, assigns or other legal representatives, all worldwide right, title and interest in and to

(i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are

owned by Assignor and used in or useful to the operation of the Business, including but not

limited to, those identified on Schedule A attached hereto, (collectively, the "Marks"); (ii) all

registrations and applications for registration of the Marks worldwide, including, but not limited

to, the trademark registration identified on Schedule B attached hereto; (iii) all income, royalties,

damages and payments now or hereafter due or payable with respect to the Marks worldwide;

(iv) all rights of action arising from the Marks worldwide, including all claims for damages by

reason of past, present and future infringement of the Marks and the right to sue and collect

damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit

{02679932.DOCX;1}

EXECUTION VERSION

and for its successors and assigns as the same would have been held by Assignor had this

assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor covenants and agrees that it will, at any time upon written request by Assignee,

do everything reasonable to aid Assignee, its successors, assigns or other legal representatives to

document, effectuate or protect the ownership rights assigned herein, all without further

consideration, but at the expense of Assignee, its successors, assigns or other legal

representatives.

[Signature page follows]

{02679932.DOCX;1}

In witness whereof, Assignor has exthis day of October, 2014.	secuted this Trademark Assignment Agreement as or
Table of the state	CORTINA LEATHERS, INC. (ASSIGNOR)
	By: & May Legma Title: President
State of <u>New York</u>) County of <u>New York</u>) ss:	PARAMORE STATE OF NEW YORK
Subscribed to and sworn before me on this	day of September 2014. The New York County of the County o
Notary Public My commission expires: 7/01/20 1	2
	LEATHER RESOURCE OF AMERICA, INC. (ASSIGNEE)
	By:
State of	
Subscribed to and sworn before me on thi	s day of 2014.
Notary Public	
My commission expires:	

[Signature Page to Trademark Assignment Agreement]

this day of Qcto			executed this Trademark Assignment Agreement as of
			CORTINA LEATHERS, INC. (ASSIGNOR)
			By:
State of)		
County of)	ss:	
Subscribed to and sworn	before me	on this	day of 2014.
Notary Public			
My commission expires:			
			LEATHER RESOURCE OF AMERICA, INC. (ASSIGNEE) By: Jack H. Prause Title: President
State of Ohio County of Cayahoga)))	ss:	
Subscribed to and sworn	before me	on this	TH' day of September 2014.
Notary Public			SALVATORE J. TOTIN Attorney At Law NOTARY PUBLIC STATE OF OHIO
My commission expires:	Nevel		My Commission Ha No Expiration Date

SCHEDULE A

MARKS

CORTINA LEATHERS (stylized)

4

[02679932.DOCX;1]

SCHEDULE B

TRADEMARK REGISTRATION

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status	Registrant
CORTINA LEATHERS	78/306,397	September 27, 2003	2,918,947	January 18, 2005	Registered	Cortina Leathers, Inc.

5

{02679932.DOCX;1}

RECORDED: 10/03/2014