

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CBNB/MAGELLAN LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	B&B TRAVEL WARE LLC		
Street Address:	110 Wild Oak Ct.		
City:	Danville		
State/Country:	CALIFORNIA		
Postal Code:	94506		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73421849	BAG 'N BAGGAGE	
CORRESPONDENCE DATA			
Fax Number:	3033331905		
<i>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.</i>			
Phone:	720.775.6992		
Email:	tbarrett@gartco.com		
Correspondent Name:	Trish Barrett		
Address Line 1:	299 Milwaukee St Suite 500		
Address Line 4:	Denver, COLORADO 80206		
NAME OF SUBMITTER:	Trish Barrett		
SIGNATURE:	/trish barrett/		
DATE SIGNED:	01/29/2015		
Total Attachments: 4			
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OP \$40.00 73421849

ASSIGNMENT OF SERVICE MARKS

This Assignment of Service Marks (this "Assignment"), dated as of June 30, 2014, is made by CBNB/Magellan LLC, a Delaware limited liability company ("Assignor"), to and in favor of B&B TRAVEL WARE, LLC, a Washington limited liability company ("Assignee").

Recitals

A. Assignor is the owner of the entire right, title and interest in and to certain service marks for use on and in association with certain services.

B. Assignor desires to assign its entire right, title and interest in and to such service marks for use on and in association with certain services, and Assignee desires to acquire Assignor's entire right, title and interest in and to such service marks for use on and in association with certain services.

Agreements

Now, Therefore, for good and valuable consideration in the amount of \$10.00 US Dollars, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Service Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Service Marks:

(a) the service marks set forth on Schedule 1 hereto for use on and in association with the services set forth on Schedule 1, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, all registrations and applications for registration of such service marks, including intent-to-use trademark applications, issuances, extensions and renewals of such registrations and applications, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Representations. Assignor represents and warrants that it is the sole owner of the Assigned Service Marks and that it has the full right and power to make the assignment of the Assigned Service Marks made hereby and that it has not made and will not make any assignment, transfer, sale, encumbrance, or agreement in conflict with any provision of this Assignment.

3. Further Actions. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, as are reasonably necessary to ensure that the Assigned Service Marks are properly assigned to Assignee, or any assignee or successor thereto.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which, when executed, will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

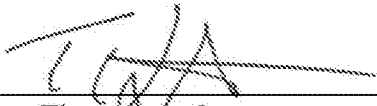
[Signature page follows.]

The undersigned have executed this Assignment as of the date first written above.

ASSIGNOR

CBNB/Magellan LLC

By: The Gart Companies, Inc., its Manager

By: 
Name: Thomas A. Gart
Title: President

ASSIGNEE

B&B TRAVEL WARE, LLC

By: 
Name: Hardial Gill
Title: Member

**Schedule 1
Assigned Service Marks**

MARK	OWNER NAME	Serial No.	Reg No.	STATUS
BAG 'N BAGGAGE	CBNB/MAGELLAN LLC	73421849	1346153	20-year Renewal due: 07/02/2015
<p><u>Class 18:</u> Leather Goods-Namely, Luggage, Suitcases, Trunks, Tote Bags, Garment Bags for Travel, Men's Shoulder Bags, Handbags, Wallets, Briefcases, Attache Cases, Briefcase Type Portfolios, Toiletry Kits Sold Empty, and Sample Cases</p>				