

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Excelda Manufacturing Company		09/06/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Excelda Distributing Inc.		
Street Address:	10750 Hi Tech Drive		
City:	Whitmore Lake		
State/Country:	MICHIGAN		
Postal Code:	48189		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0872385	CADILLAC	
Registration Number:	1070498	BICKMORE	
Registration Number:	1070499	BICKMORE BE SURE AND WORK THE HORSE	
Registration Number:	1299154	C CADILLAC THE SHOE EXPERT'S CHOICE	
CORRESPONDENCE DATA			
Fax Number:	7347611637		
<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:	(734) 997-2168		
Email:	toml@cmplaw.com		
Correspondent Name:	Tom Luczak, Conlin, McKenney, Philbrick		
Address Line 1:	350 S Main Street		
Address Line 2:	Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104-2131		
ATTORNEY DOCKET NUMBER:	72322		
NAME OF SUBMITTER:	/Thomas D. Luczak/		
SIGNATURE:	/Thomas D. Luczak/		
DATE SIGNED:	03/30/2015		
Total Attachments: 8			

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ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS ("Assignment") is made and entered into between EXCELDA MANUFACTURING COMPANY, a Michigan corporation, having its principal office at 12785 Emerson Dr., Brighton, Michigan 48116 ("Assignor") and EXCELDA DISTRIBUTING INC., a Michigan corporation, with a registered office address of 10750 Hi Tech Drive, Whitmore Lake, MI 48189 ("Assignee").

Background

A. Assignor and Assignee entered into a certain Asset Purchase Agreement dated as of the date of this Assignment ("Purchase Agreement").

B. Pursuant to the terms and conditions set forth in the Purchase Agreement, Assignor has agreed to transfer, sell, convey, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title, and interest in and to those certain trademark registrations set forth on the attached Exhibit A ("Trademarks"), together with the goodwill symbolized by, or associated with, the Trademarks.

Agreement

The parties agree as follows:

1. Assignment. Assignor transfers, sells, assigns and delivers to Assignee, and Assignee purchases, acquires, receives, accepts and assumes from Assignor, all of Assignor's right, title and interest in, to, and under the Trademarks, including the goodwill symbolized by, or associated with, the Trademarks; provided, however, and notwithstanding anything in this Assignment or the Purchase Agreement to the contrary, Assignor may continue to use, as of and after the date of the closing of the transactions described in the Purchase Agreement, any formula assigned for the Trademarks set forth on the attached Exhibit B.

2. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Assignor and Assignee have duly executed and delivered this Assignment as of the date first written above.

Assignor:

EXCELDA MANUFACTURING COMPANY

By Anthony Pitts
Anthony Pitts
Its Treasurer

Assignee:

EXCELDA DISTRIBUTING INC.

By Eugene Meng
Eugene Meng
Its CEO

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Exhibit A

Trademark Registrations

	REGISTRATION NO.	MARK	CLARK HILL REF.
1	190,017	GRIFFIN STYLIZED LOGO (strutting with wings - unshaded)	128103
2	570,217	GRIFFIN (stylized arc logo)	128106
3	573,808	GRIFFIN STYLIZED LOGO (strutting with wings - shaded)	128104
4	644,580	ESQUIRE STYLIZED	128099
5	644,584	ESQUIRE STYLIZED	128098
6	644,862	ESQUIRE STYLIZED	128102
7	652,234	ESQUIRE LANOL WHITE	128084
8	789,527	GRIFFIN ALLWHITE	128085
9	872,385	CADILLAC	128111
10	954,264	LEATHER CARE	128082
11	1,070,498	BICKMORE	128090
12	1,070,499	BICKMORE & DESIGN	128086
13	1,245,404	TRI-SOX	128095
14	1,265,029	INSTA-SHINE	128094
15	1,299,154	C CADILLAC --- THE SHOE EXPERT'S CHOICE LOGO	128110
16	1,353,591	CADILLAC	128112
17	1,476,045	SURE WALKERS	128093
18	1,709,043	ESQUIRE	128113
19	1,749,709	ESQUIRE	128114
20	1,752,665	TERMINATOR	128101

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	REGISTRATION NO.	MARK	CLARK HILL REF.
21	2,847,328	APPLE BRAND	128081
22	2,961,257	BASIC H	128083
23	3,212,818	GRIFFIN	128107
24	3,217,422	GRIFFIN ESTABLISHED 1890 -- ALWAYS A STEP ABOVE	128108
25	3,229,566	C CADILLAC --- THE SHOE EXPERT'S CHOICE SINCE 1963 STYLIZED LOGO	128109

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BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, EXCELDA MANUFACTURING COMPANY, a Michigan corporation, with its principal office located at 12785 Emerson Dr., Brighton, Michigan 48116 ("Seller"), grants, bargains, transfers, sells, assigns, conveys and delivers to EXCELDA DISTRIBUTING INC., a Michigan corporation, with a registered office address of 10750 Hi Tech Drive, Whitmore Lake, MI 48189 ("Buyer"), all of Seller's right, title, and interest in and to the Purchased Assets, as such term is defined in that certain Asset Purchase Agreement between Buyer and Seller, dated as of the date of this Bill of Sale ("Purchase Agreement").

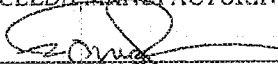
Buyer acknowledges that Seller makes no representation or warranty with respect to the Purchased Assets conveyed by this Bill of Sale, except as specifically set forth in the Purchase Agreement.

This Bill of Sale will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of law principles.

The parties have duly executed this Bill of Sale as of September 6, 2011.

EXCELDA MANUFACTURING COMPANY

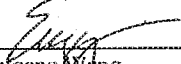
By _____


Anthony Pitts
Its Treasurer

ACKNOWLEDGED BY:

EXCELDA DISTRIBUTING INC.

By _____


Eugene Wang
Its CEO

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Purchase Agreement") is made this 6th day of September, 2011 (the "Closing Date"), by and between:

SELLER: EXCELDA MANUFACTURING COMPANY,
a Michigan corporation, with an address of 12785 Emerson Drive,
Brighton, Michigan 48116

PURCHASER: EXCELDA DISTRIBUTING INC.,
a Michigan corporation, with a registered office address of 10750 Hi Tech
Drive, Whitmore Lake, MI 48189

(Collectively referred to as the "Parties")

Background

This Purchase Agreement is made in reference to the following facts and circumstances:

- A. Seller is engaged, through its retail business unit ("RBU"), in the industry of manufacturing and distributing private label and branded shoe care products products.
- B. Seller desires to sell, convey, transfer and assign to Purchaser, and Purchaser desires to purchase and assume from Seller, all of Seller's right, title, and interest in and to certain specific assets of the Seller used in connection or otherwise associated with Seller's RBU (the "Purchased Assets"), that are more particularly described in, and pursuant to the terms and conditions of, this Purchase Agreement.

Agreement

The Parties agree as follows:

1. Purchase and Sale. Subject to the terms and conditions set forth in this Purchase Agreement, occurring on and effective as of the Closing Date, Seller will sell, assign, transfer, convey and deliver to Purchaser, and Purchaser will purchase and assume from Seller, the following Purchased Assets:
 - A. all inventory, finished goods, raw materials, packaging, supplies, and parts of the RBU ("Inventory");
 - B. the trademark registrations set forth on the attached Exhibit A ("Trademarks"), together with the goodwill symbolized by, or associated with the Trademarks;
 - C. all artwork owned by Seller related to the RBU;
 - D. all of Seller's right, title, and interest in and to the brand names set forth on the attached Exhibit B;

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The Parties have duly executed this Purchase Agreement on the following dates:

Dated: September 6, 2011

EXCELDA MANUFACTURING COMPANY

By: 

Anthony Pitts
Its: Treasurer

Dated: September 6, 2011

EXCELDA DISTRIBUTING INC.

By: 

Eugene Weng
Its: CEO