

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342133

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE AMERICAN BELT COMPANY		05/07/2015	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMERICAN ACCESSORIES, INC.		
<b>Street Address:</b>	20382 HERMANA CIRCLE		
<b>City:</b>	LAKE FOREST		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92630		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1399610	A	
<b>Registration Number:</b>	1940961	AMERICAN ACCESSORIES	
<b>Registration Number:</b>	1535410	AMERICAN ACCESSORIES	
<b>Registration Number:</b>	1220073	AMERICAN BELT COMPANY	
<b>Registration Number:</b>	3556504	THE AMERICAN BELT COMPANY	
<b>Registration Number:</b>	4035605	AMERICAN ENDURANCE	
<b>Registration Number:</b>	1566036	AMERICAN LEATHER WORKS	
<b>Registration Number:</b>	1399668	DRAG WAISTERS	
<b>Registration Number:</b>	2017397		
<b>Registration Number:</b>	1270842	GENUINE LEATHER	
<b>Registration Number:</b>	1922961	MEN AT WORK	
<b>Registration Number:</b>	1611337	SUSPENSE	
<b>Registration Number:</b>	2097896	TWICE AS NICE FOR ONE LOW PRICE	
<b>Registration Number:</b>	1868356	WORK'N MAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			

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**Phone:** 2124464800  
**Email:** hayley.smith@kirkland.com  
**Correspondent Name:** Kirkland & Ellis LLP  
**Address Line 1:** Attn Hayley Smith, Sr. Legal Assistant  
**Address Line 2:** 601 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 40462-98

**NAME OF SUBMITTER:** Hayley Smith

**SIGNATURE:** //Hayley Smith//

**DATE SIGNED:** 05/21/2015

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of May 7, 2015 ("Effective Date") by The American Belt Company, a corporation organized and existing under the laws of the commonwealth of Pennsylvania ("Assignor"), in favor of American Accessories, Inc. (f/k/a Lodis Accessories, Inc.), a corporation organized and existing under the laws of the state of Delaware ("Assignee").

**WHEREAS**, Assignee, together with Lodis 2015 Group, LLC, a limited liability company organized and existing under the laws of the state of Delaware, Assignor and the Shareholders (as defined therein), have entered into that certain Asset Purchase and Contribution Agreement dated as of the Effective Date (the "Asset Purchase Agreement") pursuant to which Assignor agrees to sell to Assignee, and Assignee agrees to purchase from Assignor, certain assets of Assignor; and

**WHEREAS**, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, all of Assignor's right, title and interest in, to and under all trademarks, service marks, certification marks, trade dress, logos, trade names, slogans, Internet domain names and corporate names, and all registrations, applications and renewals for any of the foregoing, used or held for use in the Business (as defined therein), including, without limitation, the trademark registrations and applications for trademark registration set forth on Schedule A, together with the goodwill of the business associated with any of the foregoing (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and sets over to Assignee the entire right, title and interest in, to and under the Marks, together with the goodwill of Assignor's business associated therewith, for the United States and for all foreign countries, including, without limitation, all registrations and applications for registration in connection therewith (including, without limitation, those set forth on Schedule A), any renewals and extensions of the registrations therefor, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect income, royalties, damages, products, proceeds and payments due or payable as of the Effective Date or thereafter with respect to the foregoing, including all claims against third parties for past, present or future infringements or misappropriations thereof or other conflicts therewith, and the right to sue and recover for past, present or future infringements or misappropriations of or other conflicts with any of the foregoing, the right to recover damages or lost profits in connection therewith, and all other corresponding rights throughout the world.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the applicable corresponding foreign or multi-national trademark offices, agencies or other entities, to record Assignee as the assignee and owner of the Marks.

At Assignee's expense, Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all rightful affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment, at Assignee's sole expense; and (3) in the implementation, recordation or perfection of this Assignment in all applicable jurisdictions throughout the world, including, without limitation, the execution of any documents necessary or desirable to record or perfect this Assignment with any foreign or multi-national trademark office, agency or other entity.

2. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Delaware without giving any effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

**[Remainder of page intentionally left blank]**

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.





The American Belt Company

By: Michelle Ford  
Name: Michelle Ford  
Title: President






[Signature page to Trademark Assignment]

SCHEDULE A


U.S. TRADEMARK REGISTRATIONS

	<u>MARK</u>	<u>Reg. Date; Reg. No.</u>	<u>Class; GOODS / SERVICES</u>
1.	<p>["A" Design]</p> 	07/01/1986; 1,399,610	<u>Class 25:</u> Belts
2.	<p>"AMERICAN ACCESSORIES" [and Design]</p> 	12/12/1995; 1,940,961	<u>Class 25:</u> Suspenders
3.	<p>"AMERICAN ACCESSORIES" [and Design]</p> 	04/18/1989; 1,535,410	<u>Class 25:</u> Belts
4.	<p>"AMERICAN BELT COMPANY" [and Design]</p> 	12/14/1982; 1,220,073	<u>Class 25:</u> Belts
5.	<p>"THE AMERICAN BELT COMPANY"</p>	01/06/2009; 3,556,504	<u>Class 35:</u> Wholesale distributorship of beverage dispensers, drinking flasks, ice crushers, wine accessories, men's and boys' belts, suspenders and wallets, personal care and grooming sets, and small leather goods, namely, cases for small electronic goods; wholesale distributorship of

	<u>MARK</u>	<u>Reg. Date; Reg. No.</u>	<u>Class; GOODS / SERVICES</u>
			<p>customized boxed gift sets of merchandise containing two or more selected items in the nature of calculators, photographic cameras, binoculars, sport glasses, personal radios with headphones, handheld computer games, massage apparatuses, flashlights, desktop clocks, travel alarm clocks, watches, leather, metal and non-metal money clips, leather, metal and non-metal key chains, tie clips, cuff-links, photograph albums, electronic personal information managers, calendars, picture frames, belts, suspenders, travel bags, manicure and pedicure implements, namely, nail buffers, nail clippers, nail files, cuticle pushers, tweezers, and nail and cuticle scissors, manicure sets consisting primarily of clippers, files and buffers for fingernails and toenails, manually operated hand tools, namely, hammers, pliers, screwdrivers, shears and wrenches, pocketknives, penknives, razors, sport knives, and tool belts, billfolds, card cases, empty cosmetic, toiletry and vanity cases, felt pouches, key cases, leather key fobs, luggage tags, passport holders, and wallets</p>
6.	"AMERICAN	10/04/2011;	<u>Class 25:</u> Belts

	<u>MARK</u>	<u>Reg. Date;</u> <u>Reg. No.</u>	<u>Class;</u> <u>GOODS / SERVICES</u>
	ENDURANCE™	4,035,605	
7.	“AMERICAN LEATHER WORKS” [and Design] 	11/14/1989; 1,566,036	<u>Class 25:</u> Men’s belts
8.	“DRAG WAISTERS” [and Design] 	07/01/1986; 1,399,668	<u>Class 28:</u> Kits containing a toy racing car releasably secured on a waist belt
9.	[Flexed Arm Design] 	09/19/1996; 2,017,397	<u>Class 25:</u> Clothing accessories, namely, belts and suspenders
10.	“GENUINE LEATHER” [and Design] 	03/20/2014; 1,270,842	<u>Class 25:</u> Belts
11.	“MEN AT WORK” [and Design] 	09/26/1995; 1,922,961	<u>Class 25:</u> Belts and suspenders
12.	“SUSPENSE”	08/28/1990; 1,611,337	<u>Class 25:</u> Belts and suspenders
13.	“TWICE AS NICE FOR ONE LOW PRICE”	09/16/1997; 2,097,896	<u>Class 25:</u> Clothing accessories, namely, belts and suspenders
14.	“WORK’N MAN” [and Design]	12/20/1994; 1,868,356	<u>Class 25:</u> Belts



	<u>MARK</u>	<u>Reg. Date;</u> <u>Reg. No.</u>	<u>Class;</u> <u>GOODS / SERVICES</u>
			

CANADIAN TRADEMARK REGISTRATION

<u>MARK</u>	<u>Reg. Date;</u> <u>Reg. No.</u>	<u>Class;</u> <u>GOODS / SERVICES</u>
MEN AT WORK & DESIGN	TMA788695 26-JAN-2011	Clothing accessories, namely, belts and suspenders. Clothing, namely, T-shirts, long-sleeved T-shirts, tank tops, woven shirts, fleece sweatshirts, fleece sweatpants and sweat shorts, jackets, loungewear, underwear, socks, gloves, boxer shorts, robes, aprons, caps, visors, hats; tool bags, tote bags, backpacks; mugs; and BBQ equipment, namely, portable grills, knives, forks, tongs and spatulas.