

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tandy Brands Accessories, Inc.		07/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Tandy Leather Factory, Inc.		
Street Address:	1900 South East Loop 820		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76140		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1751187	TANDY BRANDS	
Registration Number:	1752430	TANDY BRANDS ACCESSORIES	
Registration Number:	4099456		
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<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:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	18067.142		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	07/01/2015		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

1st This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is effective as of July 1, 2015 (the "Effective Date"), between and among Diane G. Reed (the "Trustee" or "Assignor"), solely in her capacity as chapter 7 trustee of Tandy Brands Accessories, Inc., a Delaware corporation ("TBAC"), and Tandy Leather Factory, Inc., a Delaware corporation, having its principal place of business at 1900 south East Loop 820, Fort Worth, Texas 76140 ("Assignee").

RECITALS

WHEREAS, on March 11, 2014, an involuntary petition under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. ("Bankruptcy Code"), was filed against TBAC in the United States Bankruptcy Court, for the Northern District of Texas (the "Court"), initiating Case No. 14-31252-bjh-7.

WHEREAS, on April 23, 2014, a hearing was held on the involuntary petition at which time TBAC consented to the entry of an order for relief. An Agreed Order for Relief was entered by the Court on the same date. Trustee was thereafter appointed the trustee for the chapter 7 bankruptcy estate of TBAC.

WHEREAS, the TBAC estate (the "Estate") is the owner of the trademark and name TANDY BRANDS, the domain name tandybrands.com, a T Belt Buckle Logo, and other intellectual property assets related to the name and mark TANDY, as more particularly listed on the attached Exhibit A (the "Intellectual Property"); and

WHEREAS, Assignee desires to obtain all right, title, and interest in and to the Intellectual Property; and

WHEREAS, the Trustee has agreed to file a motion with the Court seeking approval of a sale of the Intellectual Property (the "Sale Motion"); and

WHEREAS, the Trustee has filed the Sale Motion and the Court has approved the Sale Motion pursuant to an order dated June 19, 2015 (the "Sale Order").

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. Assignor hereby assigns, transfers and conveys to Assignee, and its successors, and assigns, Assignor's entire right, title, and interest in and to the Intellectual Property, the goodwill associated with the Intellectual Property and any common law rights and trademark and domain name registrations covering same, as well as any renewals thereof, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights, including the goodwill, corresponding thereto throughout any countries where Assignor holds rights in the Intellectual Property.

2. Assignor shall promptly perform any and all acts that are reasonably requested by Assignee to effectuate the transfer of the Intellectual Property to Assignee. In particular, Assignor shall

request the Transfer Authorization Code for the tandybrands.com domain name from its current registrar and provide same to Assignee and initiate a push of the domain name to Assignee's registrar account.

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.

[Signature Page to Follow]

ASSIGNOR:

**DIANE G. REED, SOLELY IN HER
CAPACITY AS CHAPTER 7 TRUSTEE OF
TANDY BRANDS ACCESSORIES, INC.**

By: *D Reed*

Name: *Diane G. Reed*

Title: *Trustee*

ASSIGNEE:

TANDY LEATHER FACTORY, INC.

By: *Mark Angus*

Name: *MARK ANGUS*

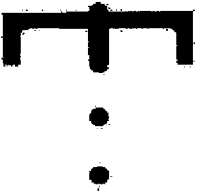
Title: *SR. vice president*

EXHIBIT A

Intellectual Property

All worldwide right, title and interest in and to the trademarks, domain names and names that include the term **TANDY BRANDS** or **TANDY** or the **T Belt Buckle Logo**, in any and all formats and designs, together with all corresponding goodwill and any common law rights and trademark and domain name registrations covering same, including those listed below:

United States Trademark Registrations:

Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date
TANDY BRANDS	73756262	10/06/1988	1751187	02/09/1993
TANDY BRANDS ACCESSORIES	73756261	10/06/1988	1752430	02/16/1993
	77840351	10/02/2009	4099456	02/14/2012

Domain Names:

Domain Name	Registrar	Expiration Date
tandybrands.com	Network Solutions, LLC	10/31/2015