

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		05/26/2016	National Banking Association:
RECEIVING PARTY DATA			
Name:	Valyria, LLC		
Street Address:	819 Blue Crab Road		
City:	Newport News		
State/Country:	VIRGINIA		
Postal Code:	23606		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4246718	PERCH BY TII	
Registration Number:	4242809	PERCH	
Registration Number:	4052790	FORESIDE	
Registration Number:	2774613	TII	
Registration Number:	2653939	TRANSPAC IMPORTS	
CORRESPONDENCE DATA			
Fax Number:	8883609092		
<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:	7576243306		
Email:	njharrell@kaufcan.com		
Correspondent Name:	Nicole J. Harrell		
Address Line 1:	150 West Main Street		
Address Line 2:	Suite 2100		
Address Line 4:	Norfolk, VIRGINIA 23510		
NAME OF SUBMITTER:	Nicole Harrell		
SIGNATURE:	/Nicole Harrell/		
DATE SIGNED:	05/27/2016		

OP \$140.00 4246718

Total Attachments: 4

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**TRADEMARK ASSIGNMENT AGREEMENT
(U.S. Marks)**

This Trademark Assignment Agreement (this "Assignment Agreement") is entered into as of the 26th day of May, 2016, by PNC Bank, National Association ("Assignor"), in favor of Valyria, LLC, a Virginia limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into a Secured Party Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which Assignee will purchase from Assignor, in its capacity as agent for certain lenders, all right, title and interest of Transpac, Inc, a Delaware corporation ("Transpac"), in and to certain personal property assets of Transpac, including but not limited to the trademarks, service marks, trademark and service mark registrations, and trademark and service mark applications as more fully described in Schedule A attached hereto (the "Marks"), pursuant to a sale of Transpac's right, title and interest in such personal property assets conducted by Assignor under Article 9 of the Uniform Commercial Code as enacted in the State of Ohio (the "UCC Sale").

NOW, THEREFORE, for the consideration set forth in and in furtherance of the Purchase Agreement, effective upon the closing of the UCC Sale upon the terms and conditions as provided in the Purchase Agreement, Assignor hereby irrevocably distributes, transfers, assigns and otherwise conveys to Assignee all of Transpac's right, title and interest in and to each of the Marks, including without limitation (i) all applications and registrations relating thereto, (ii) all issuances, extensions and renewals thereof, (iii) priority filing rights, (iv) the goodwill of the business symbolized by or associated with the Marks, (v) 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 (vi) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, or 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 not no obligation to sue for such legal and/or equitable relief and to collect, or otherwise recover, any such damages.

Effective upon the closing of the UCC Sale upon the terms and conditions as provided in the Purchase Agreement, Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of Transpac's right, title and interest in and to the Marks to Assignee to the extent consistent with and in furtherance of the Purchase Agreement.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement, including without limitation, all of the applicable covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms and conditions of the Purchase Agreement. In the event of any inconsistency between the terms and conditions hereof and the terms of the Purchase Agreement, the Purchase Agreement shall control. This instrument shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.


This instrument may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: John Wenzinger
Title: Vice President

ASSIGNEE:

VALYRIA, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ASSIGNEE:

VALYRIA, LLC

By: _____
Name: James T. King
Title: Manager

SCHEDULE A

Mark	Class	Goods/Services	Registration No.	Registration Date
PERCH BY TII	14	Jewelry	4246718	11/20/2012
PERCH	14	Jewelry	4242809	11/13/2012
FORESIDE	35	Mail order catalog services and online retail store services featuring home accent products, namely, lamps, chandeliers, luminaries, lanterns, candles, candle holders, mirrors, wall decorations, non-metal bins, containers, tables, chairs, sideboards, shelves, plant stands, benches, furniture of metal, clocks, baskets for domestic use, plates, bowls, serving platters, pitchers, mugs, vases, urns, ceramic figurines, planters for flowers and plants, bird houses, artificial flower wreaths, artificial flower arrangements, artificial topiaries, garden stakes, baskets, bird baths, figurines of stone, concrete, and clay	4052790	11/08/2011
TII and Design	20	Decorative Bric-a-Brac, namely, non-metallic plaques, picture frames, and figurines formed of plaster, plastic, wax, and wood	2774613	10/21/2003
TRANSPAC IMPORTS and Design	20	Decorative Bric-a-Brac, namely, non-metallic plaques, picture frames, and figurines formed of plaster, plastic and wood	2653939	11/26/2002