

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R&S Sales Co., Inc.		04/25/2016	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Randa Accessories Leather Goods LLC		
Street Address:	417 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4755351	R & S	
CORRESPONDENCE DATA			
Fax Number:	2157511142		
<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:	(215) 567-2010		
Email:	rwilson@crbcp.com		
Correspondent Name:	Caesar Rivise, PC		
Address Line 1:	1635 Market street		
Address Line 2:	12th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Gary A. Greene		
SIGNATURE:	/Gary A. Greene/		
DATE SIGNED:	06/01/2016		
Total Attachments: 5			
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SERVICEMARK ASSIGNMENT AGREEMENT

This SERVICEMARK ASSIGNMENT AGREEMENT ("**Servicemark Assignment**"), dated as of April 25, 2016 is made by R&S Sales Co., Inc. ("**Seller**"), a Connecticut corporation, located at 21 West 38th Street, New York, New York 10036, in favor of RANDA ACCESSORIES LEATHER GOODS LLC ("**Buyer**"), a Delaware limited liability company, located at 417 Fifth Avenue, New York, New York 10016, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer and Seller and Steven Podhaizer of even date herewith (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Servicemark Assignment, for recording with the United States Patent and Trademark Office,

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Servicemark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Servicemark:

(a) the servicemark registration set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Servicemark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence or perfect the assignment of the Assigned Servicemark to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Servicemark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Servicemark. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Servicemark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Servicemark 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 Servicemark Assignment.


5. Successors and Assigns. This Servicemark 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 Servicemark 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 Servicemark 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Servicemark Assignment as of the date first written above.

R&S SALES CO., INC.

By: 

Name: Steven Podharizan
Title: PRESIDENT & CEO

AGREED TO AND ACCEPTED:

RANDA ACCESSORIES
LEATHER GOODS LLC

By: _____

Name:
Title:

IN WITNESS WHEREOF, Seller has duly executed and delivered this Servicemark Assignment as of the date first written above.

R&S SALES CO., INC.

By: _____


Name:

Title:

AGREED TO AND ACCEPTED:

RANDA ACCESSORIES

LEATHER GOODS LLC

By: 

Name: JOHN J. HASTINGS

Title: EXECUTIVE VICE PRESIDENT, CFO

SCHEDULE 1

ASSIGNED SERVICEMARK REGISTRATIONS AND APPLICATIONS

**JURISDICTION: UNITED STATES OF AMERICA (US PATENT AND
TRADEMARK OFFICE)**

SERVICEMARK: R&S

STATUS: ISSUED

REGISTRATION NUMBER: 4755361

REGISTRATION DATE: JUNE 16, 2015