

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accessory Exchange LLC		03/02/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	GBG USA INC.		
Street Address:	350 Fifth Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10118		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86244153	CARGOLINA	
Serial Number:	86680438	TUTILO BOOST	
Serial Number:	86979583	{T} TUTILO	
Serial Number:	86445041	CARRY THE DAY	
Serial Number:	86247441	TUTILO	
Serial Number:	75785802	SORELLA	
Serial Number:	86552571	{T} TUTILO	
Serial Number:	86445030	{T} TUTILO CARRY THE DAY	
Serial Number:	86979582	{T} TUTILO CARRY THE DAY	
Serial Number:	86680431	ID PROTECH	
Serial Number:	86680419	ID PROTECT	
CORRESPONDENCE DATA			
Fax Number:	2122234134		
<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:	(212) 895-4327		
Email:	edocket@crowell.com,majitsingh@crowell.com		
Correspondent Name:	Preetha Chakrabarti		
Address Line 1:	590 Madison Avenue, 20th Floor		

OP \$290.00 86244153

Address Line 2: Crowell & Moring LLP
Address Line 4: New York, NEW YORK 10022-2524

ATTORNEY DOCKET NUMBER: 109797.0000162

NAME OF SUBMITTER: Preetha Chakrabarti

SIGNATURE: /Preetha Chakrabarti/

DATE SIGNED: 03/17/2017

Total Attachments: 11

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**TRADEMARK ASSIGNMENT AND ASSUMPTION
AGREEMENT**

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Trademark Assignment”) entered into as of March 2, 2017, is made by ACCESSORY EXCHANGE LLC, a New York limited liability Company (the “ASSIGNOR”), in favor of GBG USA INC. (“ASSIGNEE”). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, ASSIGNOR owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the “Trademarks”), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, ASSIGNOR, ASSIGNEE and Stockholders entered into that certain Asset Purchase Agreement, dated as of March 2, 2017 (the “Purchase Agreement”), pursuant to which ASSIGNEE agrees to purchase certain assets from ASSIGNOR, including the Trademarks, and all goodwill of the business associated with the Trademarks and the associated trademark registrations of the Trademarks; and

WHEREAS, ASSIGNEE desires to acquire from ASSIGNOR, and ASSIGNOR desires to transfer, assign and convey to ASSIGNEE, all of ASSIGNOR’s right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. ASSIGNOR hereby assigns, conveys and transfers to ASSIGNEE, its successors and permitted assigns, all of ASSIGNOR’S right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of ASSIGNOR to which any intent-to-use applications set forth on Schedule A pertains, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by ASSIGNEE, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Trademark Assignment not been made.

2. Further Assurances. ASSIGNOR hereby agrees to execute, or cause to be executed, upon the reasonable request of ASSIGNEE, such additional instruments, documents, declarations, consents and papers as are reasonably necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of ASSIGNEE under this Trademark Assignment, including, without limitation, all documents reasonably necessary to record in the name of ASSIGNEE the assignment of the Trademarks

with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Rights Cumulative; Terms of the Purchase Agreement. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Nothing contained herein will itself supersede, change, amend, rescind, extend, waive, or alter (nor should it be deemed or construed as superseding, changing, amending, rescinding, extending, waiving or altering) or in any way affect the terms or conditions of the Purchase Agreement, including, but not limited to the representations and warranties contained in Section 4.7 of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement will control. This Trademark Assignment is intended only to effect the transfer of the Trademarks as contemplated by, and pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms of the Purchase Agreement. Assignee hereby accepts such assignment and agrees to assume the Assumed Liabilities of Assignor under the Purchase Agreement, as they relate to the Trademarks.

4. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

5. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile or other electronic version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

6. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.

7. Binding Effect; Assignment. This Trademark Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.

8. Section Titles. The titles of the sections of this Trademark Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Trademark Assignment itself.

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IN WITNESS WHEREOF, the parties caused the foregoing to be duly executed in their name by their duly authorized representatives as of the date first set forth above.

ACCESSORY EXCHANGE LLC

By: 

Name:

Title:

Jeff A. Sutton

Vice President

GBG USA INC.

By: _____

Name:

Title:

[Signature Page To Trademark Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties caused the foregoing to be duly executed in their name by their duly authorized representatives as of the date first set forth above.

ACCESSORY EXCHANGE LLC

By: _____
Name:
Title:

GBG USA INC.

By: Robert K. Smits
Name:
Title: Robert K. Smits
EVP - Secretary

[Signature Page To Trademark Assignment and Assumption Agreement]

SCHEDULE A
TRADEMARKS

Federal Registrations

Trademark	CTRY	Goods	APPL No. / File Date	Registration No./Registration Date	Owner
CARGOLINA	U.S.	IC 018 G & S: All-purpose carrying bags; clutch bags; leather bags and wallets; purses and wallets; tote bags.	App. No. 86244153 / April 7, 2014	Reg. No. 4765608 / June 30, 2015	Accessory Exchange LLC
TUTTILO BOOST	U.S.	IC 018 G & S: Smart accessories for phones, laptops and tablets, namely, protective carrying cases specially adapted for smart phones, laptops and tablet computers, and sleeves for laptops; small leather protective covers specially adapted for personal electronic devices, namely, carrying cases for mobile phones, wristlet mobile phone holders, and external drive holders; charging stick, namely, portable USB battery charger.	App. No 86680438 / July 1, 2015	Reg. No. 5083176 / November 15, 2016	Accessory Exchange LLC

{t} TUTTILO	U.S.	IC 018 G & S: Leather, imitation leather and fabric handbags, tote bags, backpacks, messenger bags, brief cases; small leather goods in the nature of wallets, wristlet bags, coin pouches and credit and business card holders in the nature of wallets; cosmetic bags sold empty; leather, imitation leather and fabric luggage; beach bags, travel bags, sports bags, carry-on bags, gym bags.	App. No. 86979583 / March 4, 2015	Reg. No. 5028679 / August 23, 2016	Accessory Exchange LLC
CARRY THE DAY	U.S.	IC 009 G & S: Smart accessories for phones, laptops and tablets, namely, protective carrying cases specially adapted for smart phones, laptops and tablet computers, and sleeves for laptops; small leather goods in the nature of carrying cases for mobile phones, wristlet mobile phone holders, and external computer hard drive holders.	App No. 86445041 / November 5, 2014	Reg. No. 4928462 / March 29, 2016	Accessory Exchange LLC
		IC 018 Leather, imitation leather and fabric handbags, tote bags, backpacks, messenger bags, brief cases;			

		<p>small leather goods in the nature of wallets, wristlet bags, coin pouches and credit and business card holders in the nature of wallets; cosmetic bags sold empty; leather, imitation leather and fabric luggage; beach bags, canvas shopping bags, travel bags, sports bags, carry-on bags, gym bags; umbrellas.</p>			
TUTTILO	U.S.	<p>IC 009 G & S: Smart accessories for phones, laptops and tablets, namely, protective carrying cases specially adapted for smart phones, laptops and tablet computers, and sleeves for laptops; small leather protective covers specially adapted for personal electronic devices, namely, carrying cases for mobile phones, wristlet mobile phone holders, and external drive holders.</p> <p>IC 018 G & S: Leather, imitation leather and fabric handbags, tote bags, backpacks, messenger bags, brief cases; small leather goods in the nature of</p>	App. No. 86247441 / April 9, 2014	Reg. No. 4918723 / March 15, 2016	Accessory Exchange LLC

		wallets, wristlets, coin pouches and card holders; cosmetic bags sold empty; leather, imitation leather and fabric luggage; beach bags, canvas shopping bags, travel bags, sports bags, carry-on bags, gym bags; umbrellas.				
SORELLA	U.S.	IC 018 G & S: Ladies' handbags, tote bags and purses.	App. No. 75785802 / August 26, 1999	Reg. No. 2613701 / September 3, 2002	Accessory Exchange LLC	
{T} TUTTILO	U.S.	IC 009 G & S: Smart accessories for phones, laptops and tablets, namely, protective carrying cases specially adapted for smart phones, laptops and tablet computers, and sleeves for laptops; small leather goods in the nature of carrying cases for mobile phones, wristlet mobile phone holders	App. No. 86552571 / March 4, 2015	N/A	Accessory Exchange LLC	
{T} TUTTILO CARRY THE DAY	U.S.	IC 009 G & S: Smart accessories for phones, laptops and tablets, namely, protective carrying cases specially adapted for smart phones, laptops and tablet computers, and sleeves for	App. No. 86445030 / November 5, 2014	N/A	Accessory Exchange LLC	

		laptops; small leather goods in the nature of carrying cases for mobile phones, wristlet mobile phone holders				
{1}TUTTILO CARRY THE DAY	U.S.	IC 018 G & S: Leather, imitation leather and fabric handbags, tote bags, backpacks, messenger bags, brief cases; small leather goods in the nature of wallets, wristlet bags, coin pouches and credit and business card holders in the nature of wallets; cosmetic bags sold empty; leather, imitation leather and fabric luggage; beach bags, travel bags, sports bags, carry-on bags, gym bags.	App. No. 86979582 / November 5, 2015	N/A	Accessory Exchange LLC	
ID PROTECH	U.S.	IC 009 G & S: Smart accessories for phones, laptops and tablets, namely, protective carrying cases specially adapted for smart phones, laptops and tablet computers, and sleeves for laptops; small leather protective covers specially adapted for personal electronic devices, namely, carrying cases for mobile	App. No. 86680431 / July 1, 2015	N/A	Accessory Exchange LLC	

		<p>phones, wristlet mobile phone holders, external drive holders, mobile power banks and micro USB cords.</p> <p>IC 018 G & S: Leather, imitation leather and fabric handbags, tote bags, backpacks, messenger bags, brief cases; small leather goods in the nature of wallets, wristlet bags, coin pouches and credit card holders; cosmetic bags sold empty; leather, imitation leather and fabric luggage; beach bags, canvas shopping bags, travel bags, sports bags, carry-on bags, gym bags; umbrellas</p>			
<p>ID PROTECT</p>	<p>U.S.</p>	<p>IC 009 G & S: Smart accessories for phones, laptops and tablets, namely, protective carrying cases specially adapted for smart phones, laptops and tablet computers, and sleeves for laptops; small leather protective covers specially adapted for personal electronic devices, namely, carrying cases for mobile phones, wristlet mobile</p>	<p>App. No. 86680419 / July 1, 2015</p>	<p>Reg. No. 5097483 / December 6, 2016</p>	<p>Accessory Exchange LLC</p>

		<p>phone holders, external drive holders, mobile power banks and micro USB cords.</p> <p>IC 018 G & S: Leather, imitation leather and fabric handbags, tote bags, backpacks, messenger bags, brief cases; small leather goods in the nature of wallets, wristlet bags, coin pouches and credit card holders; cosmetic bags sold empty; leather, imitation leather and fabric luggage; beach bags, canvas shopping bags, travel bags, sports bags, carry-on bags, gym bags; umbrellas.</p>			
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