

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420536

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Randibags, LLC		03/16/2017	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Essex Manufacturing, Inc.		
<b>Street Address:</b>	350 5th Avenue		
<b>Internal Address:</b>	Suite 2400		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10118		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87269901	SADDLE RIVER	
<b>Registration Number:</b>	4918098	SADDLE RIVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6099510824		
<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>			
<b>Phone:</b>	6095148547		
<b>Email:</b>	wjanke@reedsmith.com		
<b>Correspondent Name:</b>	Wayne R. Janke II		
<b>Address Line 1:</b>	136 Main Street		
<b>Address Line 2:</b>	Suite 250		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08540		
<b>NAME OF SUBMITTER:</b>	Wayne R. Janke II		
<b>SIGNATURE:</b>	/Wayne R. Janke II/		
<b>DATE SIGNED:</b>	03/21/2017		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment"), effective as of March 15, 2017, is entered into by and between Randibags, LLC, a New York Limited Liability Company, ("Assignor"), and Essex Manufacturing, Inc., a Georgia Corporation ("Assignee").

WHEREAS, Assignor is the owner of those certain trademarks and trademark applications identified on Schedule A attached hereto ("Assigned Trademarks");

WHEREAS, pursuant to that certain Agreement dated as of March 15, 2017 (the "Purchase Agreement"), by and among Assignor and Assignee, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets including the Assigned Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers and assigns to Assignee, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on Schedule A), including all goodwill associated therewith and symbolized thereby, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all governmental authorities with respect to such Assigned Trademarks.

3. Recordation. Assignor and Assignee each hereby authorize and request that the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. 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 the Assigned Trademarks to Assignee, or any permitted assignee or successor thereto.

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


5. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

6. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

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

**ASSIGNOR:**

Randibags, LLC

By:   
Name: \_\_\_\_\_  
Title: *President*

**ASSIGNEE:**

Essex Manufacturing, Inc.

By: \_\_\_\_\_  
Name: Peter J. Baum  
Title: CFO/COO

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

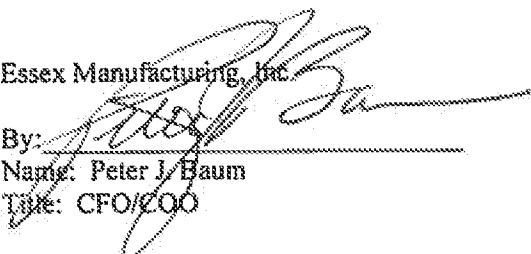
**ASSIGNOR:**

Randibags, LLC

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

Essex Manufacturing, Inc.

By:   
Name: Peter J. Haum  
Title: CFO/COO

SCHEDULE A

U.S. Trademark Registrations

<b>Trademark</b>	<b>Class</b>	<b>Registration No.</b>	<b>Registration Date</b>
Saddle River (stylized)	18	4918098	March 15, 2016

U.S. Trademark Applications

<b>Trademark</b>	<b>Class</b>	<b>Serial No.</b>	<b>Application Date</b>
Saddle River (standard characters)	18	87269901	December 15, 2016