

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457926

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALL AROUND IMPORT		12/01/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GABBIANO LUGGAGE INC		
<b>Street Address:</b>	3220 MILLER STREET		
<b>City:</b>	FLUSHING		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11354		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5302977		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7188888559		
<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>	7188887773		
<b>Email:</b>	CS@INCFILINGS.COM		
<b>Correspondent Name:</b>	H. DON AHN		
<b>Address Line 1:</b>	45-04 162ND STREET		
<b>Address Line 2:</b>	SUITE 203		
<b>Address Line 4:</b>	FLUSHING, NEW YORK 11358		
<b>NAME OF SUBMITTER:</b>	H. DON AHN		
<b>SIGNATURE:</b>	/H. DON AHN/		
<b>DATE SIGNED:</b>	01/12/2018		
<b>Total Attachments: 2</b>			
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source=Assignment Contract#page2.tif			

OP \$40.00 5302977

## **ASSIGNMENT AND ASSUMPTION OF TRADEMARK**

ALL AROUND IMPORT, a Business Corporation incorporated in the State of California with an address at 628 South Hambledon Avenue, City of Industry, CA 91744 (hereinafter referred to as "Assignor")

and

GABBIANO LUGGAGE INC, a Business Corporation incorporated in the State of New York with an address at 3220 Miller Street, Flushing, NY 11354 (hereinafter referred to as "Assignee")

### **RECITALS**

WHEREAS Assignor and Assignee entered into a Contract of Sale dated December 1, 2017, with respect to a certain trademark with a USPTO registration number of 5302977 (the "Trademark") and;

WHEREAS on this 1<sup>st</sup> day of December, Assignor desires to assign to Assignee and Assignee desires to acquire all of Assignor's interest in and to the Trademark;

NOW, THEREFORE, in consideration of the sum of one (\$1.00) dollar by each party hereto the other in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the parties hereby covenant and agree as follows:

1. Assignment of Trademark. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademark. Assignor will do all things to effectuate this Assignment.
2. Default and Encumbrances. Assignor covenants that the Trademark is not encumbered by any prior transfer, assignment, mortgage or any encumbrance, and that Assignor has full and lawful authority to assign the Trademark, the Trademark is in full force and effect, and there are no arrearages resulting from the Trademark due by Assignor at time of closing of title.
3. Assumption of Trademark. Assignee hereby assumes all of the obligations under the Trademark from and after the date hereof, and agrees to perform and observe all the covenants and conditions therein contained on Assignor's part to be performed and observed.

