

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM472448

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900436604

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Randa Accessories Leather Goods LLC		07/19/2017	Limited Liability Company: DELAWARE
Randa Luggage LLC		07/19/2017	Limited Liability Company: DELAWARE
Randa Luggage, Inc.		07/19/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MerchSource, LLC
Street Address:	15 Cushing
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Serial Number:	86650183	AMERICAN TAILGATE
Serial Number:	86650199	AMERICAN TAILGATE
Serial Number:	86650489	AMERICAN TAILGATE
Serial Number:	86650517	AMERICAN TAILGATE
Serial Number:	86650699	AMERICAN TAILGATE
Serial Number:	86650735	AMERICAN TAILGATE
Serial Number:	86650762	AMERICAN TAILGATE
Serial Number:	86650793	AMERICAN TAILGATE
Serial Number:	86650823	AMERICAN TAILGATE
Serial Number:	86650837	AMERICAN TAILGATE
Serial Number:	86977140	AMERICAN TAILGATE
Serial Number:	85953885	GET ESSENTIAL
Serial Number:	85953932	GET ESSENTIAL
Serial Number:	85953984	GET ESSENTIAL
Serial Number:	85954050	GET ESSENTIAL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85954068	GET ESSENTIAL
Serial Number:	85954091	GET ESSENTIAL
Serial Number:	85954106	GET ESSENTIAL
Serial Number:	86488338	HEAT EDGE
Serial Number:	86497204	HEAT EDGE
Serial Number:	86159447	OH!WOW
Serial Number:	86688032	OH!WOW
Serial Number:	86688082	OH!WOW
Serial Number:	86688129	OH!WOW
Serial Number:	86688149	OH!WOW
Serial Number:	86688310	OH!WOW
Serial Number:	86688335	OH!WOW
Serial Number:	86694709	OH!WOW
Serial Number:	87150295	PRESENTVILLE
Serial Number:	87150301	PRESENTVILLE
Serial Number:	87150307	PRESENTVILLE
Serial Number:	87150313	PRESENTVILLE
Serial Number:	87150332	PRESENTVILLE
Serial Number:	87150338	PRESENTVILLE
Serial Number:	87150342	PRESENTVILLE
Serial Number:	87150375	PRESENTVILLE
Serial Number:	74571457	REWARD
Serial Number:	75011330	REWARD
Serial Number:	75395755	TRAVEL GEAR
Serial Number:	87213158	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213301	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213309	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213320	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213330	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213458	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213465	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213475	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213486	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213496	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87408511	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	73356157	WEMBLEY
Serial Number:	75134620	WEMBLEY
Serial Number:	86025864	WEMBLEY

Property Type	Number	Word Mark
Serial Number:	86359883	WEMBLEY
Serial Number:	86359896	WEMBLEY
Serial Number:	86359909	WEMBLEY
Serial Number:	86359916	WEMBLEY
Serial Number:	86359926	WEMBLEY
Serial Number:	86359933	WEMBLEY
Serial Number:	86359953	WEMBLEY
Serial Number:	86359964	WEMBLEY
Serial Number:	86371135	WEMBLEY
Serial Number:	86665893	WEMBLEY
Serial Number:	86977122	WEMBLEY
Serial Number:	86325934	WEMCO
Serial Number:	86325959	WEMCO
Serial Number:	86326031	WEMCO
Serial Number:	86326049	WEMCO
Serial Number:	86326066	WEMCO
Serial Number:	86326087	WEMCO
Serial Number:	86326099	WEMCO
Serial Number:	86326113	WEMCO
Serial Number:	86326139	WEMCO
Serial Number:	86977014	WEMCO
Serial Number:	86977015	WEMCO

CORRESPONDENCE DATA

Fax Number: 8183324205

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.

Phone: (818) 654-8841

Email: Trademarks@avynolaw.com

Correspondent Name: Jennifer H. Hamilton

Address Line 1: Avyno Law P.C.

Address Line 2: 6345 Balboa Blvd., Bldg. I, Suite 208

Address Line 4: Encino, CALIFORNIA 91311

ATTORNEY DOCKET NUMBER:	MSR17GEN000
NAME OF SUBMITTER:	Jennifer H. Hamilton
SIGNATURE:	/Jennifer H. Hamilton/
DATE SIGNED:	05/03/2018

Total Attachments: 12
source=Assignment#page1.tif

source=Assignment#page2.tif
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment"), effective as of July 19, 2017, is entered into by and between Randa Accessories Leather Goods LLC, a limited liability company organized under the Laws of the State of Delaware, Randa Luggage LLC, a limited liability company organized under the Laws of the State of Delaware, and Randa Luggage, Inc., an entity incorporated under the Laws of the State of Delaware (collectively, the "Assignor") and MerchSource, LLC, a limited liability company organized under the Laws of the State of Delaware (the "Assignee").

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

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated July 19, 2017 (the "Asset Purchase Agreement") pursuant to which Assignor sold, transferred, conveyed and assigned to Assignee the Purchased Assets; and

WHEREAS, Assignor now wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignors' right, title, and interest in and to the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement.
2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks, the goodwill of the business associated with and symbolized by the Assigned Trademarks, 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 hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to its assigned Trademarks.
4. 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 New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

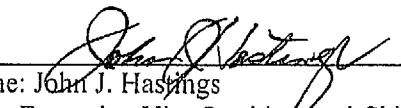
5. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Assignment may be delivered by facsimile and by scanned .pdf image.

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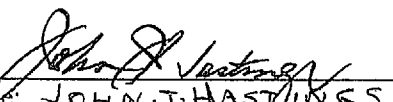
IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

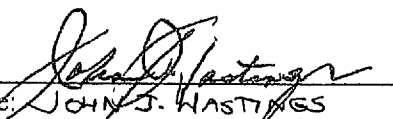
**RANDA ACCESSORIES LEATHER GOODS
LLC**

By: 
Name: John J. Hastings
Title: Executive Vice President and Chief
Financial Officer

RANDA LUGGAGE LLC

By: 
Name: JOHN J. HASTINGS
Title: EXECUTIVE VICE PRESIDENT
AND CHIEF FINANCIAL OFFICER

RANDA LUGGAGE, INC.

By: 
Name: JOHN J. HASTINGS
Title: EXECUTIVE VICE PRESIDENT
AND CHIEF FINANCIAL OFFICER

[Signature Page to Assignment of Intellectual Property]

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**TRADEMARK
REEL: 006325 FRAME: 0535**

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 14 day of January in the year 2018, before me, the undersigned, personally appeared John J. Hastings to me known, who, by being by me duly sworn did depose and say that he is the Executive Vice President of Randa Accessories Leather Goods LLC, the limited liability company described in and which executed the above instrument; and that he signed his name thereto by order of the Managing Member of such limited liability company.



Sonia Martinez

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 16 day of January in the year 2018, before me, the undersigned, personally appeared John J. Hastings to me known, who, by being by me duly sworn did depose and say that he is the Executive Vice President of Randa Luggage LLC, the limited liability company described in and which executed the above instrument; and that he signed his name thereto by order of the Managing Member of such limited liability company.



Sonia Martz

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 16 day of January in the year 2018, before me, the undersigned, personally appeared John J. Hastings to me known, who, by being by me duly sworn did depose and say that he is the Executive Vice President of Randa Luggage Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of such corporation.



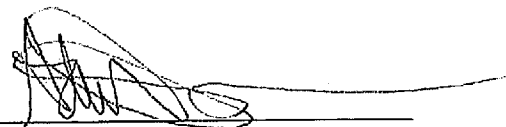
Sonia Martz

Notary Public

ASSIGNEE:

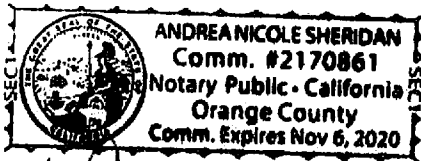
MERCHSOURCE, LLC

By: _____



Name: Adam Gromfin

Title: President



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 11/20/2017 before me, Andrea Sheridan, Notary Public
(insert name and title of the officer)

personally appeared Adam Grom Pin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

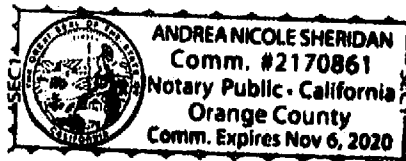
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.






Signature _____









(Seal)



SCHEDULE A
to
ASSIGNMENT OF TRADEMARKS


Trademark	Country	App. No.	Reg. No.	Reg. Date
"WEMBLEY"	Canada	184398	UCA19972	29-May-1944
	United States of America	86650183		
	United States of America	86650199		
	United States of America	86650489		
	United States of America	86650517		
	United States of America	86650699		

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Trademark	Country	App No.	Reg. No.	Reg. Date
	United States of America	86650735		
	United States of America	86650762		
	United States of America	86650793		
	United States of America	86650823		
	United States of America	86650837		
	United States of America	86977140		


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TRADEMARK
REEL: 006325 FRAME: 0540

Trademark	Country	App. No.	Reg. No.	Reg. Date
GET ESSENTIAL	Canada	1653472	TMA972797	07-Jun-2017
GET ESSENTIAL	United States of America	85953885	5124581	17-Jan-2017
GET ESSENTIAL	United States of America	85953932	4589897	19-Aug-2014
GET ESSENTIAL	United States of America	85953984	4589898	19-Aug-2014
GET ESSENTIAL	United States of America	85954050	4589899	19-Aug-2014
GET ESSENTIAL	United States of America	85954068	4589900	19-Aug-2014
GET ESSENTIAL	United States of America	85954091	4589901	19-Aug-2014
GET ESSENTIAL	United States of America	85954106	4589902	19-Aug-2014
HEAT EDGE	Canada	1708563		
HEAT EDGE	Canada	1709809		
HEAT EDGE	United States of America	86488338		
HEAT EDGE	United States of America	86497204		
	Mexico	1907671		
OH!WOW	United States of America	86159447		
OH!WOW	United States of America	86688032		
OH!WOW	United States of America	86688082		
OH!WOW	United States of America	86688129		
OH!WOW	United States of America	86688149		
OH!WOW	United States of America	86688310		
OH!WOW	United States of America	86688335		
OH!WOW	United States of America	86694709		
PRESENTVILLE	United States of America	87150295		
PRESENTVILLE	United States of America	87150301		
PRESENTVILLE	United States of America	87150307		
PRESENTVILLE	United States of America	87150313		



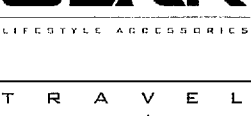

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TRADEMARK
REEL: 006325 FRAME: 0541

Trademark	Country	App No	Reg. No.	Reg. Date
PRESENTVILLE	United States of America	87150332		
PRESENTVILLE	United States of America	87150338		
PRESENTVILLE	United States of America	87150342		
PRESENTVILLE	United States of America	87150375		
REWARD	United States of America	74571457	2048118	25-Mar-2007
REWARD	United States of America	75011330	2067918	03-Jun-1997
	United States of America	75395755	2224069	16-Feb-1999
T R A V E L GEAR L I F E S T Y L E A C C E S S O R I E S	Australia	1838355		
T R A V E L GEAR L I F E S T Y L E A C C E S S O R I E S	United States of America	87213158		
T R A V E L GEAR L I F E S T Y L E A C C E S S O R I E S	United States of America	87213301		
T R A V E L GEAR L I F E S T Y L E A C C E S S O R I E S	United States of America	87213309		
T R A V E L GEAR L I F E S T Y L E A C C E S S O R I E S	United States of America	87213320		
T R A V E L GEAR L I F E S T Y L E A C C E S S O R I E S	United States of America	87213330		
T R A V E L GEAR L I F E S T Y L E A C C E S S O R I E S	United States of America	87213458		

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TRADEMARK
REEL: 006325 FRAME: 0542

Trademark	Country	App.No	Reg. No.	Reg. Date
	United States of America	87213465		
	United States of America	87213475		
	United States of America	87213486		
	United States of America	87213496		
	United States of America	87408511		
WEMBLEY	Australia	1545387	1545387	17-Mar-2014
WEMBLEY	Australia	1586466	1586466	21-May-2014
WEMBLEY	Australia	1626555	1626555	05-Feb-2015
WEMBLEY	Canada	1681065	TMA970685	11-May-2017
WEMBLEY	Canada	1746716		
WEMBLEY	Mexico	1563610	1530260	16-Apr-2015
WEMBLEY	Mexico	1563611	1592104	24-Nov-2015
WEMBLEY	Mexico	1563612	1530261	16-Apr-2015
WEMBLEY	South Africa	2013/06013	2013/06013	23-Oct-2014
WEMBLEY	South Africa	2013/06012	2013/06012	23-Oct-2014
WEMBLEY	South Africa	2013/06011	2013/06011	23-Oct-2014
WEMBLEY	South Africa	1953/02991	1953/02991	24-Nov-1954
WEMBLEY	South Africa	2015/2645		
WEMBLEY	United States of America	73356157	1251190	13-Sep-1983
WEMBLEY	United States of America	75134620	2096108	09-Sep-1997
WEMBLEY	United States of America	86025864	5171809	28-Mar-2017
WEMBLEY	United States of America	86359883	4682236	03-Feb-2015
WEMBLEY	United States of America	86359896	4682237	03-Feb-2015
WEMBLEY	United States of America	86359909	4703716	17-Mar-2015
WEMBLEY	United States of America	86359916	4703718	17-Apr-2015
WEMBLEY	United States of America	86359926	4682238	03-Feb-2015

Trademark	Country	App.No	Reg.No	Reg.Date
WEMBLEY	United States of America	86359933	4682239	03-Feb-2015
WEMBLEY	United States of America	86359953	4703724	17-Mar-2015
WEMBLEY	United States of America	86359964	4820841	29-Sep-2015
WEMBLEY	United States of America	86371135	4682262	03-Feb-2015
WEMBLEY	United States of America	86665893		
WEMBLEY	United States of America	86977122	4833807	13-Oct-2015
Wembley	Australia	127168	127168	09-Mar-1956
	Canada	356017	TMA197620	22-Feb-1974
WEMCO	Australia	1631840	1631840	08-Mar-2016
WEMCO	United States of America	86325934		
WEMCO	United States of America	86325959		
WEMCO	United States of America	86326031		
WEMCO	United States of America	86326049		
WEMCO	United States of America	86326066		
WEMCO	United States of America	86326087		
WEMCO	United States of America	86326099		
WEMCO	United States of America	86326113		
WEMCO	United States of America	86326139		
WEMCO	United States of America	86977014	4819928	22-Sep-2015
WEMCO	United States of America	86977015	4819929	22-Sep-2015
WEMBLEY	France	INPI 649347	N 1222479	Not Listed
WEMBLEY	Guatemala	1954009044	9065	24-Jan-1955
WEMBLEY (stylized)	Italy	RM/2009/001183	1257350	12-Mar-2010
WEMBLEY (stylized)	New Zealand	58931	58931	03-May-1957
WEMBLEY	Panama	22870	22860	22-Dec-1978
WEMBLEY	Paraguay	314098	260400	20-Aug-2003
WEMBLEY	Singapore	T7875885B	T7875885B	Not Listed
WEMBLEY (stylized)	Spain	321971M	321971M	16-Oct-1957
WEMBLEY	Venezuela	1953-003528	F031296	26-Nov-1956

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RECORDED: 01/24/2018

REEL: 006325 FRAME: 0544