

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656139

<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>
Carroll Companies, Inc.		06/25/2021	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RMG Leather USA, LLC		
<b>Street Address:</b>	1226 FedEx Dr., SW		
<b>City:</b>	Conover		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28613		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5958646	CARROLL LEATHER	
<b>Registration Number:</b>	5611564	LIFE HAPPENS ON LEATHER	
<b>Registration Number:</b>	5741664	PURELY PROTECTED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9012602565		
<b>Email:</b>	ssentilles@walkcook.com		
<b>Correspondent Name:</b>	Shawn Sentilles		
<b>Address Line 1:</b>	431 S. Main St., Suite 300		
<b>Address Line 4:</b>	Memphis, TENNESSEE 38103		
<b>NAME OF SUBMITTER:</b>	Shawn Sentilles		
<b>SIGNATURE:</b>	/Shawn Sentilles/		
<b>DATE SIGNED:</b>	06/25/2021		
<b>Total Attachments: 4</b>			
source=TM assignt_Carroll-RMG_2021-06-25#page1.tif			
source=TM assignt_Carroll-RMG_2021-06-25#page2.tif			
source=TM assignt_Carroll-RMG_2021-06-25#page3.tif			

CH \$90.00 5958646



## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), dated as of June 25<sup>th</sup> 2021, is made, entered into and effective by Carroll Companies, Inc., a North Carolina corporation, having its place of business at 1640 Old Highway 421 S., Boone, NC 28607 (“Assignor”) in favor of RMG Leather USA, LLC, a North Carolina limited liability company, having its place of business at 1226 FedEx Dr., SW, Conover, NC 28613, (“Assignee”).

Assignor is the current owner of the trademarks listed in **Schedule I** attached hereto and made a part hereof (the “Marks”).

Assignee desires to acquire the Marks, the good will symbolized thereby, and all assets and business to which the Marks pertain for use on or in connection with retail leather products.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns and transfers to Assignee, its successors and assigns, all rights, title and interests in and to the Marks, including any and all common law rights, the goodwill of its business symbolized by the Marks, and all rights of action accrued and to accrue under and by virtue thereof, including without limitation, the right to sue and recover for past infringement.
2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Marks and other rights conveyed herewith.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment as to the assigned Marks herein referred to.
4. This Assignment is being executed, and the Marks being assigned by Assignor to Assignee pursuant to the terms of that certain Coexistence Agreement by and between Assignor and Assignee, which, with the Purchase Agreement (as defined in the Coexistence Agreement) contain the entire agreements and understandings concerning the subject matter hereof and thereof; to the extent that any provision of this Assignment is inconsistent with the provisions of the Coexistence Agreement or the Purchase Agreement, the provisions of same shall prevail. Capitalized terms used but not defined herein have the meanings set forth in the Coexistence Agreement.
5. This Assignment shall be deemed to be made, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of North Carolina without regard to the conflicts of laws principles thereof.

6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Marks.
7. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Assignment may be executed by facsimile or electronic (e.g. .pdf) signature and a facsimile or electronic signature shall constitute an original for all purposes.

*[Rest of page intentionally left blank.]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first written above.

**ASSIGNOR:**

**Carroll Companies, Inc.**

By: *Sterling Carroll*  
Sterling Carroll, President

STATE OF NORTH CAROLINA, COUNTY OF Watauga

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of June, 2021, by Sterling Carroll, the President of Carroll Companies, Inc., a North Carolina corporation, on behalf of said corporation; Sterling Carroll is personally known to me or otherwise produced his driver's license as identification.

*Jo Evelyn Miller*  
Notary Public

Jo Evelyn Miller  
Typed, printed or stamped name of Notary Public

My Commission Expires: 12/27/2021



**Schedule I**

**Registered Trademarks**

<b>Mark</b>	<b>Application No.</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>International Classes</b>
CARRROLL LEATHER	88/020489	5,958,646	January 14, 2020	18, 24, 27, 35
LIFE HAPPENS ON LEATHER	87/870780	5,611,564	November 20, 2018	24
PURELY PROTECTED	88/020519	5,741,664	April 30, 2019	18, 24, 27, 35

**Unregistered Marks**

<b>Mark</b>	<b>Goods</b>
REVELATION	Wholesale Leather Goods and Services