

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706590

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|----------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Randa Luggage LLC | | 11/11/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Randa Domestic Holding Corp. | | |
| Street Address: | 417 Fifth Avenue | | |
| Internal Address: | 11th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10016 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2450932 | LUGGAGEGUY | |
| Registration Number: | 5438558 | VENTURA | |
| Registration Number: | 5443508 | VENTURA | |
| Registration Number: | 0680239 | VENTURA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2146614899 | | |
| <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: | 2149536500 | | |
| Email: | kathryn.hoo@bakerbotts.com | | |
| Correspondent Name: | Kathryn Hoo | | |
| Address Line 1: | 2001 Ross Avenue | | |
| Address Line 2: | Suite 900 | | |
| Address Line 4: | Dallas, TEXAS 75201-2900 | | |
| ATTORNEY DOCKET NUMBER: | 089523.0101 | | |
| NAME OF SUBMITTER: | Kathryn Hoo | | |
| SIGNATURE: | /Kathryn Hoo/ | | |
| DATE SIGNED: | 02/04/2022 | | |

CH \$115.00 2450932

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter “*Assignment*”) is made and entered into effective as of November 11, 2021 (the “*Effective Date*”), by and between Randa Luggage LLC, a Delaware limited liability company, with its principal place of business at 417 Fifth Avenue, 11th Floor, New York, New York 10016 (“*Assignor*”), and Randa Domestic Holding Corp., a Delaware corporation, with its principal place of business at 417 Fifth Avenue, 11th Floor, New York, New York 10016 (“*Assignee*”).

WHEREAS, Assignor is the owner of all rights, title and interest in and to the names, marks, trademarks, service marks, trade names, logos, and/or designs set forth in the attached “**Exhibit A**”, the trademark registrations identified in the attached Exhibit A, together with the goodwill of the business symbolized thereby (hereinafter, collectively the “*Marks*”);

WHEREAS, in accordance with a Plan of Dissolution and Liquidation effective November 5, 2021, Assignor is obligated to assign to Assignee all right, title and interest in and to the Marks, including, any and all goodwill of the business associated therewith; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, including, any and all goodwill of the business associated therewith from Assignor; and

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and confirmed, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, grants, sets over, and conveys to Assignee, its successors and assigns, without reservation of any rights, title or interest, Assignor’s entire worldwide and universal rights, title and interest in and to the Marks, including, but not limited to, the registrations and applications therefor which are identified in Exhibit A attached hereto, together with the goodwill of the business symbolized by such Marks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of any of Assignee’s successors, assigns, subsidiaries, or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common law rights of Assignor in and/or to the Marks, and Assignor’s right to sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to the Marks prior to and following the effective date of this Assignment. Assignor further assigns to Assignee the right to sue and recover damages and/or profits for claims of past, present and/or future infringement, unfair competition, dilution, or any other violation or unlawful act relating to the Marks, if any.
2. Assignor shall provide any further assistance necessary to effect the assignment of all rights, title and interest in and to the Marks to Assignee, including, but not limited to, the execution of any further documents and instruments, and take such other actions as may be


necessary or reasonably requested by Assignee to document the aforesaid assignment and transfer to Assignee or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Marks, all without any further consideration.

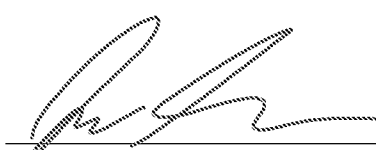
3. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, .pdf or digital signature shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

RANDA LUGGAGE LLC

RANDA DOMESTIC HOLDING CORP.

By: 
Name: Heath Golden
Title: Executive Vice President and
Chief Financial Officer

By: 
Name: Justin O. Spiegel
Title: Vice President & Secretary