

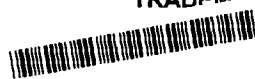
02-20-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101614778

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARKS



01-31-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #58

1-31-01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached origin

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#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
**01201999**
- Merger
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name **Kentucky Building Maintenance, Inc.**

**01201999**

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization **Ohio**

#### Receiving Party

Mark if additional names of receiving parties attached

Name **Harper Leather Goods, Inc.**

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **6901 West 65th Street**

Address (line 2) \_\_\_\_\_

Address (line 3) **Bedford Park**

City

**Illinois/USA**

State/Country

**60638**

Zip Code

- Individual
- General Partnership
- Limited Partnership

Corporation

Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization **Delaware**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/16/2001 AHMED1 00000153 061450 2307035

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01 FC:481 40.00 CH  
02 FC:482 75.00 CH

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TRADEMARK  
REEL: 002237 FRAME: 0538

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,307,035"/>	<input type="text" value="2,307,034"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,787,643"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,990,386"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeanne Marie Gills  
Name of Person Signing

*Jeanne Marie Gills*  
Signature

1/30/01  
Date Signed

## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is effective as of January 20, 1999 by Kentucky Building Maintenance, Inc., an Ohio corporation ("KBM"), and Louis H. Lauch, an individual ("Lauch" and together with KBM, "Sellers"), in favor of Harper Leather Goods, Inc., a Delaware corporation ("Buyer").

### WITNESSETH

WHEREAS, pursuant to that certain Asset and Stock Purchase Agreement, dated as of January 20, 1999 (the "Acquisition Agreement"), by and among Buyer and Sellers, Sellers agreed to sell to Buyer and Buyer agreed to purchase from Sellers certain of the assets of Sellers.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Definitions.** As used in this Bill of Sale and Assignment and the Schedules attached to this Bill of Sale and Assignment, the following definitions shall apply:

"Business" means the manufacture and sale of rawhide and related pet products by KBM regardless of the name under which any such activity is conducted, and shall be deemed to include each or any of the following incidents of such business: income, cash flow, operations, condition (financial or other), Purchased Assets, anticipated revenues and income, prospects, Assumed Liabilities, Assumed Contracts, and personnel/management exclusive of cash, cash equivalents and any elements of the Retained Business.

"Closing" means the consummation of the transactions contemplated by the Acquisition Agreement

"Closing Date" means the date of the consummation of the transactions contemplated by the Acquisition Agreement.

"Condominium" means

"Contract" means any agreement, arrangement, bond, commitment, franchise, indemnity, indenture, instrument, lease, license or understanding, whether or not in writing.

"Governmental Entity" means

"Intangible Property" means any trade secret, secret process or other confidential information or know-how and any and all Marks used in or pertaining to the Business or the Mexican Entities.

"Marks" means any brand name, copyright, patent, service mark, trademark, tradename, and all registrations or applications for registration of any of the foregoing.

"Mexican Entities" mean

"Permit" means

"Real Property" means

"South Africa Joint Venture" means

"True-Up Balance Sheet"

All capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed in the Acquisition Agreement.

2. Transfer. Sellers do hereby sell, assign, transfer, convey and deliver to Buyer, its successors and assigns, all of Sellers' legal, beneficial and other right, title and interest in and to all of the assets, properties, rights, privileges, claims and contracts of every kind and nature, real and personal, tangible and intangible, absolute or contingent, wherever located, either (i) owned by KBM or (ii) owned by Lauch and used in connection with the Business (the "Purchased Assets"), except for the assets specifically identified in Section 3 hereof (the "Excluded Assets"). The Purchased Assets include, but are not limited to:

(i)

(ii)

(iii)

(iv)

(v)

(vi)

(vii)

(viii) Intangible Property, and corporate and trade names identified on Schedule 4.8 hereto, including all of Sellers' rights in the name "Harper Leather Goods" and Marks in any location in the United States or in any foreign country; goodwill associated with the Business; all of Sellers' books and records and all files, documents, papers and agreements (including, but not limited to, those contained in computerized storage media) relating to the Business and its employees; all transferable Permits; unemployment compensation, workers' compensation and other credits, reserves or deposits with applicable Governmental Entities relating to Sellers' employees of the Business;

(ix)

(x)

3. Excluded Assets. The Purchased Assets do not include the assets set forth below (the "Excluded Assets");

(i) All assets owned by KBM and used exclusively in the retained business, such assets being only those identified on Schedule 2.1(b)(i) hereto (the "Retained Business");

(ii)

(iii)

(iv)

(v)

(vi)

(vii)

(viii)

(ix)

(x)

(xi)

(xii)

(xiii)

(xiv)

(xv)

(xvi)

(xvii)

4. **Further Assurances.** Sellers, for themselves and their successors and assigns, hereby covenant and agree that, without further consideration, at any time and from time to time after the date hereof, they will execute and deliver to Buyer such further instruments of sale, conveyance, assignment and transfer, and take such other action, all upon the reasonable request of Buyer, in order more effectively to convey, assign, transfer and deliver all or any portion of the Purchased Assets to Buyer and to assure and confirm to any other person the ownership of the Purchased Assets to Buyer, and to permit Buyer to exercise any of the franchises, rights, licenses or privileges intended to be sold, conveyed, assigned, transferred and delivered by Sellers to Buyer pursuant to this Bill of Sale and Assignment. In order to effectuate the intent of this Bill of Sale, and without limiting any of its provisions, Sellers hereby constitute and appoint Buyer, its successors and assigns, as the true and lawful attorney of Sellers with full power and authority:

(i) to institute and prosecute all proceedings against persons (other than Sellers) which Buyer may deem appropriate in order to collect, assert or enforce any claim, right, title or interest of any kind in or to the Purchased Assets;

(ii) to defend, compromise or settle any and all such actions, suits or proceedings in respect of any of the Purchased Assets;

(iii) to take all such actions and to take any other act or execute any instrument which Buyer may deem proper in order to provide Buyer with the use and benefit of the Purchased Assets with full power of substitution, in the name of Sellers, but for the benefit of Buyer, its successors and assigns;

(iv) Sellers acknowledge that the foregoing powers are coupled with an interest, shall be irrevocable by Sellers and shall not be revoked by the subsequent dissolution of Sellers in any manner or for any reason. Sellers shall be entitled to retain for their own accounts any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof; and

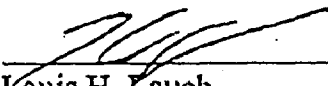
(v)

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale and Assignment to be executed as of the day and year first above written.

"KBM"

Kentucky Building Maintenance, Inc.,  
an Ohio Corporation

By: \_\_\_\_\_

  
Louis H. Lauch  
President

"LAUCH"

\_\_\_\_\_  
Louis H. Lauch



**SCHEDULE 2.1(a)(ii)**

**FIXED ASSETS**

Schedule 2.1(a)(ii)-1

**SCHEDULE 2.1(a)(v)**

**ASSUMED CONTRACTS LIST**

Schedule 2.1(a)(v)-1

**SCHEDULE 4.8**

**INTANGIBLE PROPERTY**

Schedule 4.8-1

**TRADEMARK**  
**REEL: 002237 FRAME: 0548**

**SCHEDULE 2.1(b)(i)**

**EXCLUDED ASSETS USED EXCLUSIVELY IN THE RETAINED BUSINESS**

Schedule 2.1(b)(i)-1

L10426J.1

**TRADEMARK**  
**REEL: 002237 FRAME: 0549**

**SCHEDULE 2.1(b)(v)**

**KBM ASSETS RELATED TO SOUTH AFRICA JOINT VENTURE**

Schedule 2.1(b)(v)-1

:104363.1

**TRADEMARK**  
**REEL: 002237 FRAME: 0550**

**SCHEDULE 2.1(b)(vi)**

**DOCUMENTS AND RECORDS PERTAINING TO THE RETAINED BUSINESS**

Schedule 2.1(b)(vi)-1

01 401263 1

**TRADEMARK**  
**REEL: 002237 FRAME: 0551**

SCHEDULE 2.1(b)(vii)

OTHER EXCLUDED ASSETS LIST

Schedule 2.1(b)(vii)-1

363.1

## ASSUMPTION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset and Stock Purchase Agreement dated as of January \_\_, 1999 (the "Agreement"), by and among Harper Leather Goods, Inc., a Delaware corporation ("Buyer"), on the one hand, and Kentucky Building Maintenance, Inc., an Ohio corporation ("KBM"), and Louis H. Lauch, an individual ("Lauch" and together with KBM, "Sellers"), on the other hand, Sellers hereby assign and Buyer hereby assumes and agrees to pay and otherwise perform only the liabilities and obligations (the "Liabilities") set forth on Appendix J attached hereto and incorporated herein by this reference. Capitalized terms used and not defined herein have the meanings assigned to them in the Agreement.

This Assumption Agreement shall be binding upon and inure to the benefit of Buyer and Sellers and their respective successors in interest.



## Appendix J

### Liabilities Assumed

1. The obligations of KBM and Lauch under the Assumed Contracts to the extent such obligations are to be performed on and after the Closing Date (but excluding any liability or obligation to a third party arising from a breach of such Assumed Contract before the Closing or arising out of Sellers' failure to obtain a required Consent to the assignment of an Assumed Contract to Buyer); and

2. The current liabilities (accounts payable, amounts due to Harper Mexico, accrued payroll and commissions, accrued self insurance payable, reserve for outstanding checks, other accrued expenses, payroll withholdings, accrued unemployment tax, accrued real estate tax, and accrued interest payable) of the Business on the date of the True-Up Balance Sheet as reflected on the Estimated Balance Sheet and as such current liabilities are finally adjusted and reflected on the True-Up Balance Sheet, and such additional amount of such current liabilities incurred in the ordinary course of the Business consistent with past practice and in compliance with Section 6.3 of the Agreement after the date of the True-Up Balance Sheet and through the Closing Date (other than liabilities for or amounts owed with respect to income taxes of KBM or obligations (including principal and interest) of KBM to Fifth Third Bank and Linda Lauch and liabilities representing fees and expenses of Sellers', the Mexican Entities' and their Affiliates' respective counsel, accountants, financial advisors, investment bankers and other experts or professionals incurred by such parties incident to the negotiation and execution of the Agreement and the consummation of the transactions contemplated thereby).

Schedule 2.2(b)(ii)-1

This assignment was effective as of January 20, 1999. We request that the enclosed assignment be recorded in order to bring title current for each of the above referenced trademarks, in the name of our client, HARPER LEATHER GOODS, INC.

Please charge Foley and Lardner's deposit account number 06-1450 in the amount of \$115.00 for payment of fees for recording this assignment against four (4) trademark applications/registrations. Should there be a deficiency in the fee noted above, the Commissioner is authorized to charge our deposit account for the difference.

Finally, enclosed is a Revocation of Power of Attorney and Appointment of Substitute Attorneys for each of the four (4) above captioned trademarks executed on behalf of HARPER LEATHER GOODS, Inc., the Applicant in the above-captioned matter. The attached documents revoke all former Powers of Attorney and appoint the law firm of Foley & Lardner as Applicant's attorneys. Please direct all future correspondence in these matter to the attention of the undersigned.

Respectfully submitted,

FOLEY & LARDNER

Date: January 31, 2001

  
\_\_\_\_\_  
Jeanne Marie Gills, Attorney for Assignee  
Harper Leather Goods, Inc.

One IBM Plaza  
330 North Wabash Avenue  
Suite 3300  
Chicago, Illinois 60611  
Telephone: 312-755-1900  
Facsmille: 312-755-1925