

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teddy & Arthur Edelman, Limited		10/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Edelman Leather, LLC		
Street Address:	1235 Water Street		
City:	East Greenville		
State/Country:	PENNSYLVANIA		
Postal Code:	18041		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3000104	EDELMAN	
Registration Number:	3148113	EDELMAN	
Serial Number:	78687398	POP COW	
Serial Number:	78688402	EMILE-JACQUES RUHLMANN	
Registration Number:	3038014	EXOTIC CALF	
Registration Number:	2760378	SUPER-FLY	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1639		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Carla J. Vrsansky		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		

CH \$165.00 3000104

ATTORNEY DOCKET NUMBER:	0033788-000011
NAME OF SUBMITTER:	Carla J. Vrsansky
Signature:	/Carla J. Vrsansky/
Date:	10/09/2007
Total Attachments: 4 source=teddy-edelman leather assignment#page1.tif source=teddy-edelman leather assignment#page2.tif source=teddy-edelman leather assignment#page3.tif source=teddy-edelman leather assignment#page4.tif	

ASSIGNMENT OF TRADEMARK AND SERVICE MARK
APPLICATIONS AND REGISTRATIONS

This Agreement is made on this 1st day of October, 2007, between Teddy & Arthur Edelman, Limited, a Delaware corporation (the "Assignor"), and Edelman Leather, L.L.C, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated September 13, 2007 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to acquire substantially all of the assets (including all the Assignor's intellectual property) of the Assignor and assume substantially all of the liabilities of the Assignee subject to the terms and conditions of the Purchase Agreement,

WHEREAS, Assignor has adopted and is using the trademarks and service marks listed in Schedule A ("Marks") for which it owns applications and registrations in the United States Patent and Trademark Office;

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Marks along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby assign and transfer to Assignee, its successors and assigns, and Assignee hereby accepts, all its right, title, and interest in and to said Marks, including without limitation the goodwill of the business symbolized by and associated with said trademarks and service marks and trademark and service mark applications and registrations thereof and the right to recover for damages and profits for past infringements thereof

Assignor hereby requests the Commissioner of Trademarks of the United States to record Assignee as the owner of the Marks and to issue all registrations for said Marks, to be in the name of Assignee, as assignee of the Marks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by a duly authorized officer

TEDDY & ARTHUR EDELMAN, LIMITED

Dated: October 1, 2007

By: [Signature]

Name: John J. McPhee

Title: Chief Operating Officer

State of Connecticut)
County of Litchfield) ss: New Milford

On this, the 1st day of October, 2007, before me a notary public, the undersigned officer, personally appeared John J. McPhee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained

In witness hereof, I hereunto set my hand and official seal

[Signature]
Notary Public

My commission expires: ELIZABETH E. S.
NOTARY PUBLIC
MY COMMISSION EXPIRES 2/28/2011

THIS ASSIGNMENT is hereby acknowledged and accepted by Assignee:

EDELMAN LEATHER, LLC

Dated: Oct. 1, 2007

By: BSWelle

Name: Barry L. McCabe

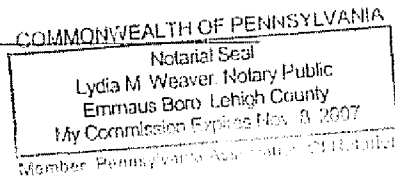
Title: U.P.

State of Pennsylvania)
County of Montgomery) SS:

On this, the 1st day of October, 2007, before me a notary public, the undersigned officer, personally appeared BARRY L. McCABE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained


In witness hereof, I hereunto set my hand and official seal

Lydia M. Weaver
Notary Public
My commission expires: _____



SCHEDULE A

TRADEMARK AND SERVICE MARK
APPLICATIONS AND REGISTRATIONS

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Class(es)
EDELMAN	US	3,000,104	9/27/2005	18, 19
EDELMAN	US	3,148,113	9/26/2006	20
EDELMAN	WIPO	929,571	6/19/2007	18, 20
POP COW	US	(78/687,398)	(8/08/2005)	27
EMILE-JACQUES RUHLMANN	US	(78/688,402)	(8/09/2005)	20
EXOTIC CALF AND DESIGN	US	3,038,014	1/03/2006	18
				
SUPER-FLY	US	2,760,378	9/02/2003	18