

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ohio Travel Bag, LLC		11/18/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Weaver Leather, LLC		
Street Address:	7540 County Road 201		
City:	Millersburg		
State/Country:	OHIO		
Postal Code:	44654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5646964	JIFFY RIVETS	
Registration Number:	6689635	T OHIO TRAVEL BAG	
CORRESPONDENCE DATA			
Fax Number:	2142101201		
<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:	214.210.1224		
Email:	bhipdocke@bakerlaw.com		
Correspondent Name:	Craig Carpenter		
Address Line 1:	2850 North Harwood Street, Suite 1100		
Address Line 4:	Dallas, TEXAS 75201-2640		
ATTORNEY DOCKET NUMBER:	122285.00003		
NAME OF SUBMITTER:	Craig Carpenter		
SIGNATURE:	//s/Craig Carpenter/		
DATE SIGNED:	11/18/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated as of November 18, 2022, is made by and between Ohio Travel Bag, LLC, an Ohio limited liability company (the "Assignor") and Weaver Leather, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to herein collectively as the "Parties".

RECITAL

Pursuant to that certain Asset Purchase Agreement, dated as of November 18, 2022, (the "Purchase Agreement"), by and among Assignor, Assignee, OTBM Holding Co., LLC, and the other parties listed on the signature pages thereto, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, the Purchased Assets, including Intellectual Property, and assume the Assumed Liabilities.

AGREEMENTS

In consideration of the recital, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Intellectual Property, including such Intellectual Property described on Exhibit A (none of which shall include Excluded Assets), together with the goodwill of the Business related to the use of the Intellectual Property, and including: (a) all rights of any kind whatsoever of Assignor provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due and payable with respect to any and all of the foregoing, and (c) any and all claims and causes of action with respect to the foregoing, whether accruing before, on, or after the date hereof, including all rights to claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for legal equitable relief and to collect, or otherwise receive, any such damages. .

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable steps and actions, and provide such cooperation and assistance to Assignor and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property to Assignor, or any assignee or successor thereto.

3. Purchase Agreement. This Assignment is executed and delivered pursuant to, and is subject in all respects to the terms and conditions of, the Purchase Agreement. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Purchase Agreement. In the event of any conflict of inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

4. Effective Time. The effective time of this Assignment is the effective time of the Closing under the Purchase Agreement.

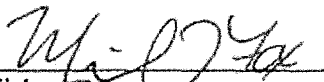
5. Counterparts; Electronic Delivery. This Assignment may be executed in any number of counterparts with the same effect as if each of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Assignment. This Assignment, to the extent signed and delivered by means of a facsimile machine or via e-mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

OHIO TRAVEL BAG, LLC

By: 
Name: Michael Fox
Title: President and CEO

ASSIGNEE:

WEAVER LEATHER, LLC

By: _____
Name: Jason Weaver
Title: President and CEO

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

OHIO TRAVEL BAG, LLC

By: _____
Name: Michael Fox
Title: President and CEO

ASSIGNEE:

WEAVER LEATHER, LLC

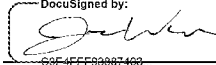
By:  _____
Name: Jason Weaver
Title: President and CEO

Exhibit A

Trademarks:

1. Reg. No. 5,646,964
 - a.

Jiffy Rivets

2. Reg. No. 6,689,635
 - a.

