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Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 1

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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

HEET Atty. Ref. # 047489-0102

-Y

ched documents or the new address(es) below.

To the Director of the U. S. P:

1. Name of conveying party(ies)

Harper Leather Goods, Inc.

- Individual(s)
- General Partnership
- Corporation-State (Delaware)
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) March 4, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Harper Acquisition Corporation

Internal Address:

Street Address: 6901 West 65th Street

City: Bedford Park

State: Illinois

Country: U.S. Zip: 60638

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,787,643; 1,990,386; 2,307,034; 2,307,035; 2,666,934

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeanne M. Gills

Internal Address: Foley & Lardner LLP

Street Address: 321 North Clark Street

City: Chicago

State: Illinois Zip: 60610

Phone Number: 312/832-4583

Fax Number: 312/832-4700

Email Address: ptomailchicago@foley.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

OPR/FINANCE  
FEB 24 AM 8:24

9. Signature:

Jeanne M. Gills  
Signature

2/23/05  
Date

Jeanne M. Gills - Reg. No. 44,458

Total number of pages including cover sheet, attachments, and document: 10

03/02/2005

BYRME 00000051 1787643

Name of Person Signing

01 FC:8521  
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Asst. Recorder Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003130 FRAME: 0652

TRADEMARK RECORDATION FORM COVER SHEET  
ADDITIONAL SHEET

Trademark Assignment from – Harper Leather Goods, Inc. to Harper Acquisition Corporation

Section 4 B. Additional Trademark Registration Nos.

2,670,140; 2,677,928; 2,689,137; and 2,703,292.

**Attorney Docket Ref.: 047489-0102**

ASSIGNMENT

Assignment is delivered pursuant to , and is subject to, all of the terms and conditions of that Asset Purchase Agreement dated as of March 4, 2004 (the "Purchase Agreement") by Long Harper Acquisition Corp., a Delaware corporation ("Purchaser") and Harper Leather Inc., a Delaware corporation ("Seller"). Capitalized terms, unless otherwise defined herein, have the meanings assigned to them in the Purchase Agreement.

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys, delivers, assigns and transfers to Purchaser all of the Intangible Rights (as defined herein) free and clear of all claims other than Permitted Encumbrances. herein, "Intangible Rights" means all of the "Purchased Assets" of Seller constituting personal property.

Assignment is made, executed and delivered in accordance with and is subject to the representations, warranties and covenants, including all limitations thereon, set forth in the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

SELLER AND TO HOLD the Intangible Rights unto Purchaser, its successors and assigns, forever.

of March 4, 2004

HARPER LEATHER GOODS, INC.

By: [Signature]  
Name: J. R. Cunningham  
Title: President/COO

## ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, Harper Leather Goods, Inc. ("Assignor"), a Delaware corporation with its principal place of business at 6901 West 65<sup>th</sup> Street, Bedford Park, IL 60638, has common law rights in the marks that are the subject of this assignment and as shown in the attached Exhibit A;

WHEREAS, Assignor has common law rights and is the owner of the pending mark applications and registrations set forth in the attached Exhibit B and incorporated herein by reference;

WHEREAS, Harper Acquisition Corp. ("Assignee"), a Delaware corporation, is desirous of acquiring said common law rights, applications and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the marks set forth in the attached Exhibits A and B, together with that portion of its business relating to the marks and the goodwill appurtenant thereto.


Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all right, title, and interest in and to the Mark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

Assignor shall be permitted to continue to use the Harper Leather Goods mark as set forth in Section 8.1(d) of the Purchase Agreement. All such uses by Assignor shall be on behalf of and inure to the benefit of Assignee.

Signed this 5<sup>th</sup> day of March, 2004.

HARPER LEATHER GOODS, INC.

Date: March 5, 2004

By:   
Name: J.K. Condit  
Title: President / CEO

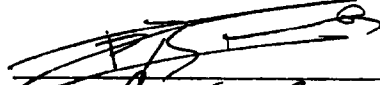
Acceptance of Assignment

Harper Acquisition Corp., the Assignee above, does hereby accept the assignment of  
the trademarks .

Signed this 4 day of March, 2004.

HARPER ACQUISITION CORP.

Date: March 4, 2004

By:   
Name: Rogerio Barros  
Title: President

**EXHIBIT B**

**REGISTERED MARKS**

SERIAL NO.	REGISTRATION NUMBER	REGISTRATION DATE	WORD MARK	JURISDICTION
76/401,222	2,677,928	January 21, 2003	RUFF CUTS	US
76/289,001	2,670,140	December 31, 2002	TURF SAVER	US
76/150,127	2,703,292	April 1, 2003	HMP RAWHIDE	US
76/150,083	2,689,137	February 18, 2003	BARKEMS	US
76/045,511	2,666,934	December 24, 2002	HARPER'S DELI	US
75/455,295	2,307,035	January 11, 2000	DENTAL CHEWS	US
75/455,294	2,307,034	January 11, 2000	HARPER'S	US
74/158,436	1,787,643	August 10, 1993	911-PETS	US
74/564,772	1,990,386	July 30, 1996	NATURE CHEWS	US

**PENDING MARKS**

SERIAL NO.	FILING DATE	WORD MARK	JURISDICTION
1132262	February 26, 2002	TURF SAVER	CANADA
1154401	October 1, 2002	RUFF CUTS	CANADA