

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 |
| Denco Sports Luggage, Inc. | | 08/31/2012 | CORPORATION: |

| | |
|-----------------------------|-------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | USPA Accessories, LLC |
| Doing Business As: | Concept One Accessories |
| Street Address: | 119 W. 40TH ST. |
| Internal Address: | 3RD FL. |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10018 |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK |

| | | |
|----------------------------------|---------------|------------------|
| PROPERTY NUMBERS Total: 2 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 3844279 | DENCO |
| Registration Number: | 3915735 | DENCO |

| | |
|---|--------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Email: | terry@ovedlaw.com |
| Correspondent Name: | Terrence A. Oved, Esq. |
| Address Line 1: | 401 Greenwich Street |
| Address Line 4: | New York, NEW YORK 10013 |

| | |
|---------------------------|------------------------|
| NAME OF SUBMITTER: | Terrence A. Oved, Esq. |
| Signature: | /Terrence A. Oved/ |

OP \$65.00 3844279

Date:

10/09/2012

Total Attachments: 2

source=Final Denco Trademark Assignment#page1.tif

source=Final Denco Trademark Assignment#page2.tif

ASSIGNMENT OF REGISTERED TRADEMARK

TRADEMARK ASSIGNMENT (the "Agreement") effective August 31, 2012 (the "Effective Date") is made, executed and delivered by the undersigned, **Denco Sports Luggage, Inc.** ("Assignor"), a California corporation, to **USPA Accessories, LLC d/b/a Concept One Accessories** (the "Assignee") a New York Limited Liability Company.

WHEREAS, the Assignor utilizes in commerce the following marks in connection with various goods in International Class ___ (the "Marks"):

| <u>U.S. Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-------------------------|--------------------------------|---------------------------------|
| Denco | 3915735 | 02/08/11 |
| Denco | 3844279 | 09/07/10 |

WHEREAS, the Assignor is the owner of any and all rights and title in and to the Marks, along with the intellectual property rights and goodwill, if any, symbolized by the Marks;

WHEREAS, the Assignor desires to convey, transfer, assign, deliver and contribute to the Assignee all of their right, title, and interest in and to the Marks;

WHEREAS, the Assignee is desirous of acquiring the Marks, together with the goodwill symbolized by the Marks, if any;

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property being conveyed had been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor possesses the full right to convey such rights and property;

WHEREAS, the Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the Marks as may reasonably be requested by the Assignee from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor assigns unto the Assignee all of its right, title and interest in and to the Marks, the goodwill symbolized by the Marks, if any, the right to sue, either at law or in equity, in order to protect the Marks, and the right to recover for any past or future infringement thereof.

The Commissioner of Trademarks is hereby requested and authorized to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys, Oved & Oved LLP, 401 Greenwich Street, New York, NY 10013, Attn: Terrence A. Oved, Esq., email terry@ovedlaw.com, regarding any matter relating to the prosecution, alteration or amendment of the Marks.

IN WITNESS WHEREOF, the parties have caused this document to be executed on their behalf as of the 31 day of August, 2012.

ASSIGNOR
DENCO SPORTS LUGGAGE, INC.

By: [Signature]
Its: Mario Simonson
Chief Executive Officer

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Jurat

State of California
County of Alameda

Subscribed and sworn to (or affirmed) before me on this 27 day of August, 2012 by Mario Simonson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature (Notary seal)

