

FORM PTO-1594
(Rev. 6-93)

OMB No. 0651-0011 (exp 4/94)

Tab settings □ □ □ ▼

MAY

RE

06-18-1998

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

100741615

he following information is required on copy of this document

1. Name of conveying party(ies):

FRANCINE BROWNER, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State CALIFORNIA
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: DECEMBER 1, 1997

2. Name and address of receiving party(ies)

Name: CAL-JAM, INC.

Internal Address:

Street Address: 2761 FRUITLAND AVE.

City: VERNON State: CA ZIP: 90058

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State CALIFORNIA
☐ 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)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1747190

Additional numbers attached? ☐ Yes ☒ No

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

Name: LARRY SMITH

Internal Address:

Street Address: 2761 FRUITLAND AVE.

VERNON, CA 90058

City: VERNON State: CA ZIP: 90058

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

LARRY SMITH

Name of Person Signing

Signature

MAY 21, 1998

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

06/17/1998 TTON11 00000098 1747190

01 FC:481

40.00

TRADEMARK
 REEL: 1742 FRAME: 0238

TRADEMARK ASSIGNMENT

THIS AGREEMENT is made as of the 1st day of December, 1997 by and between Francine Browner, Inc. a California corporation, (hereinafter "Seller") and CAL-JAM, Inc., a California corporation being currently formed ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of the trademark "Parallel" which the Seller has adopted and has been using in connection with apparel products; and

WHEREAS, Seller wishes to assign to Buyer, and buyer wishes to acquire from Seller all of Seller's rights, title and interest in and to the Mark, together with the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. **Assignment.** In consideration for the transfer of the fair market value of the Trademark, as is currently being appraised by Houlihan Lokey (to which the parties now agree is the fair market value of and acceptable purchase price for the Trademark), which Buyer will make to Seller upon signing of this Agreement, Seller hereby assigns, sells and transfers to Buyer, and Buyer hereby receives, all of Seller's rights, title, and interest in and to the Mark for use on and in connection with apparel, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, and any and all registrations or applications for registration therefore, including Patent and Trademark Office registration number 1747190.

2. **Representations and Warranties.** Seller represents and warrants to Buyer, its successors, and assigns that:


- a. Seller has not established rights to the Mark in any country other than the USA;
- b. the Mark is not subject to any lien, restriction or other encumbrance of any kind;
- c. there is no action pending or threatened or claim or demand made by which a third party assert of disputes all of any part of the rights of Seller in or to the Mark;
- d. Seller has no knowledge or reason to believe that any other person may be using the Mark or a mark confusingly similar thereto for apparel or may be otherwise infringing the rights of Seller with respect to the Mark

Seller agrees to indemnify and hold Buyer harmless from and all liability, damages, and expenses (including attorneys' fees) that Buyer suffers or incurs as a result of or in connection with any breach of the representations and warranties set forth in this paragraph. These representations, warranties, and indemnities shall survive the consummation of this transaction.

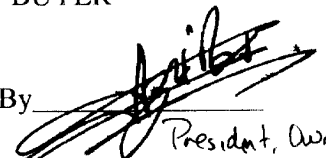
3. Termination of all uses of the Mark. Upon execution of this agreement, Seller shall promptly cease any and all use of the Mark, including use as a fictitious business name, trade name, service mark, in telephone listings, industry directories, etc., and shall cooperate with Buyer, if Buyer deems it necessary, in informing the apparel industry that Buyer now owns the Mark. In addition, Seller shall sign and deliver to the Buyer any and all documents needed to perfect the assignment.

IN WITNESS WHEREOF, the parties have prepared and executed this Agreement as of the date set forth above.

Francine Browner, Inc
"SELLER"

By  President
CAL-JAM, INC.

"BUYER"

By  President, Owner

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

I hereby certify, that on this 1 day of December, 1997, before me,

Laura Alvarez Ibarra, personally appeared Max Azria

the "Seller", personally known to me to be the

person(s) whose name(s) is/are subscribed to the within instrument and

acknowledged to me that he/she/they executed the same in his/her/their authorized

capacity(ies), and that by his/her/their signature(s) on the instrument the

person(s), or the entity upon behalf of which the person(s) acted, executed the

instrument.

Witness my hand and official seal.

Laura Alvarez Ibarra
Notary Public, State of California

Seal



STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

I hereby certify, that on this 1 day of December, 1997, before me,

Laura Alvarez Ibarra, personally appeared Max Azria

the "Buyer", personally known to me to be the

person(s) whose name(s) is/are subscribed to the within instrument and

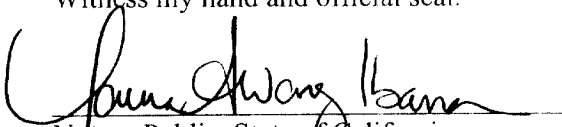
acknowledged to me that he/she/they executed the same in his/her/their authorized

capacity(ies), and that by his/her/their signature(s) on the instrument the

person(s), or the entity upon behalf of which the person(s) acted, executed the

instrument.

Witness my hand and official seal.


Notary Public, State of California

