

07-09-1998

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original documents or copy thereof

To the Honorable Commissioner

100757596

JUN 30 1998

1. Name of conveying party(ies):

Counterparts Sportswear, Inc.
c/o Koret of California
611 Mission Street
San Francisco, CA 94105

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

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

Name: Sportswear Holdings International Corp.
Internal Address: c/o Global Orbit Industries, Inc.

Street Address: 1410 Broadway, Suite 2202

City: New York State: NY ZIP: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- 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

3 Nature of conveyance:

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

Execution Date: March 13, 1998

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

A. Trademark Application No.(s)

See Exhibit A attached hereto.

B. Trademark registration No.(s)

See Exhibit A attached hereto.

Additional numbers attached? Yes No

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

Name: Carlos J. Deupi, Esq.

Internal Address: Akerman, Senterfitt & Eidson, P.A.

Street Address: One S.E. Third Avenue
28th Floor

City: Miami State: FL ZIP: 33131

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41):

\$ 340.00

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.

Name of Person Signing
Carlos J. Deupi

Signature

3-24-98

Date

Total number of pages comprising cover sheet:

2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/08/1998 DCDATES 00000162 1132754

75.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

EXHIBIT A
TO RECORDATION COVER SHEET

1. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration/serial Number</u>
Counterparts	1,132,754
Counter-Part	826,929
Counterclassics	1,761,455
Counter Stretch	1,718,302
Counter Stretch by Counterparts and Design	1,792,705
Part One	1,783,499
Counter Fit	1,971,633
Instant Fit	1,971,452
Flip Clip and Design	2,028,282

2. Trademark Applications

Counter Knits by Counterparts and design	75/424,617
Counter Cottons	75/424,891
Counter Sport	75/424,615
Contour Fit by Counterparts	75/424,895
Performa Gab	75/310,912
Union Square	75/310,904
Particulars by Counterparts	*

*Application filed, serial number not received.

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of March 13, 1998, by and between **COUNTERPARTS SPORTSWEAR, INC.**, a Delaware corporation (the "Assignor"), and **SPORTSWEAR HOLDINGS INTERNATIONAL CORP.**, a Florida corporation (the "Assignee").

RECITALS

A. Assignor is engaged in the manufacture, sale and distribution of a line of women's separates branded moderate missy bottoms (the "Business");

B. Assignor owns all rights in and to the trademarks, trade names and service marks used in connection with the Business, including without limitation the trademarks and service marks set forth in Exhibit A attached hereto, for use in connection with the Business all associated designs and the registrations of these trademarks and service marks or the right to apply to register these trademarks and service marks (collectively, the "Trademarks");

C. Pursuant to the terms of that certain Asset Purchase Agreement dated as of February 13, 1998 (the "Asset Purchase Agreement") among Assignor, Koret, Inc., a Delaware corporation, Koret of California, Inc., a California corporation and Assignee, Assignor has agreed to sell substantially all of its assets to the Assignee, including without limitation, the Trademarks. In connection therewith, Assignor desires to grant, and Assignee desires to acquire, an assignment of the Trademarks and all Trademark Rights (as defined below) in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

D. Assignor's Business is ongoing and existing and Assignee desires to continue the Business of Assignor in connection with the use of the Trademarks.

TERMS OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor does hereby assign unto Assignee all right, title, interest and claims in and to:

(a) the Trademarks (including all future royalties or other fees paid or payments made or to be made to Assignor in respect of the Trademarks), and proceeds of any and all of the above, including all common law rights in and to the foregoing, all registrations and applications to register the same and all licenses for the use thereof, including, without limitation, those trademarks and trademark registrations and applications set forth on Exhibit A attached hereto (being referred to collectively in this Agreement as the "Trademark Rights");

(b) the goodwill connected with and symbolized by such Trademark Rights, including all quality control documentation and all documents constituting or concerning the past, current or proposed advertising and promotion of the products sold under or in connection with such Trademark Rights (being referred to hereinafter in this Agreement as the "Goodwill"); and

(c) existing and future profits and damages for past and future infringements of the Trademark Rights (which rights, interests and claims being referred to in this Agreement as "Claims," and the Trademark Rights, Goodwill and Claims being collectively referred to as the "Trademark Property").

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its sole discretion) but for the benefit of Assignee (a) to endorse and/or file of record, all assignments, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Trademark Property, (b) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Trademark Property as provided herein, (c) to defend or compromise any and all actions, suits or proceedings in respect of the Trademark Property and to do all things in relation thereto as Assignee shall deem advisable, and (d) to take all action which Assignee may deem proper in order to provide for Assignee the benefits of the Trademark Property. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the Assignee, and shall survive the execution and delivery of this Agreement. Assignor hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement. Notwithstanding anything herein to the contrary, Assignee shall not exercise the foregoing power of attorney with respect to any action or the execution of any document unless it has provided ten (10) days prior written notice to the Assignor of the Assignee's intended action or execution of any document and the Assignor has refused to take such action or execute such documentation or has not responded to the Assignee's notice within such ten (10) day period.

3. **Entire Agreement.** This Agreement (including the Exhibit attached hereto) and the Asset Purchase Agreement, contains the entire understanding of the parties in respect of their subject matter and supersedes all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter. The Exhibit attached hereto constitutes a part of this Agreement as though set forth in full herein.

4. **Amendment; Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any

other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other. Time shall be of the essence in this Agreement.

5. **Binding Effect.** The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any person other than the parties to this Agreement and their permitted assigns any legal or equitable rights hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Applicable Law and Jurisdiction.** This Agreement shall be governed by, and shall be construed, interpreted and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed within such state. Any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought in the courts of New York County, New York or in the U.S. District Court for the Southern District of New York and each party hereby irrevocably accepts and consents to the exclusive personal jurisdiction of those courts for the purpose of any suit, action or proceeding. In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in New York County, New York or in the U.S. District Court for the Southern District of New York and hereby irrevocably waives any claim that any suit, action or proceeding brought in New York County, New York or in such District Court has been brought in an inconvenient form.

{Signatures on following pages}

EXHIBIT A



Mark Serial/Registration No. (Date Filed)	Country	Int'l Classes)	Goods/Services	Status
COUNTERPARTS Reg. No. 1.132.754	U.S.	25	Ladies' pants and slacks in International Class 25	Registered
COUNTER-PART Reg. No. 826.929	U.S.	25	Foundation garments in International Class 25	Registered
COUNTERCLASSICS Reg. No. 1.761.455	U.S.	25	Women's clothing, namely, skirts, pants, jackets and tops in International Class 25	Registered
COUNTER STRETCH Reg. No. 1.718.302	U.S.	25	Women's clothing, namely, skirts, pants, jackets and tops in International Class 25	Registered
COUNTER STRETCH BY COUNTERPARTS and Design  Reg. No. 1.792.705	U.S.	25	Women's clothing, namely, skirts, pants, jackets and tops in International Class 25	Registered
COUNTER KNITS BY COUNTERPARTS and Design  Ser. No. 75/424.617 (Filed January 28, 1998) (Formerly Ser. No. 74/354.745)	U.S.	25	Women's clothing, namely, skirts, pants, jackets and tops in International Class 25	Pending
PART ONE Reg. No. 1.783.499	U.S.	25	Women's clothing, namely, skirts, pants, jackets and tops in International Class 25	Registered
COUNTER COTTONS Ser. No. 75/424.891 (Filed January 28, 1998) (Formerly Ser. No. 74/424.236)	U.S.	25	Women's clothing, namely, skirts, pants, jackets and tops made in whole or significant part of cotton in International Class 25	Pending

EXHIBIT A

<p>COUNTER SPORT</p> <p>Ser. No. 75/424.615 (Filed January 28, 1998) (Formerly Ser. No. 74/424.160)</p>	U.S.	25	Women's clothing, namely, skirts, pants, jackets and tops in International Class 25	Pending
<p>COUNTER FIT</p> <p>Reg. No. 1,971,633</p>	U.S.	25	Women's clothing, namely, skirts, pants, jackets and tops in International Class 25	Registered
<p>CONTOUR FIT BY COUNTERPARTS</p> <p>Ser. No. 75/424.895 (Filed January 28, 1998) (Formerly Ser. No. 74/592.056)</p>	U.S.	25	Women's clothing, namely, skirts, pants, jackets and tops in International Class 25	Pending
<p>INSTANT FIT</p> <p>Reg. No. 1,971,452</p>	U.S.	25	Women's clothing, namely pants in International Class 25	Registered
<p>FLIP CLIP and Design</p> <p>FLIP CLIP</p> <p>Reg. No. 2,028,282</p>	U.S.	25	Women's coordinated sportswear, namely pants in International Class 25	Registered
<p>PERFORMA GAB</p> <p>Ser. No. 75/310.912 (Filed June 18, 1997)</p>	U.S.	24	Wrinkle resistant, washable fabric for clothing in International Class 24	Pending
<p>UNION SQUARE</p> <p>Ser. No. 75/310.904 (Filed June 18, 1997)</p>	U.S.	25	Women's clothing, namely, pants, skirts, and shorts in International Class 25	Pending
<p>PARTICULARS BY COUNTERPARTS</p>	U.S.	25	Women's clothing, namely pants in International Class 25	Pending