



Rabinowitz Revocable Trust of 1988

SCHEDULE

Federally Registered Marks (U.S.A.)

| <u>Mark</u>                               | <u>Registration No.</u> | <u>Issue Date</u> |
|---|-------------------------|-------------------|
| BEVERLY HILLS JET (SM)                    | 1,774,458               | 06/01/93          |
| CAROLE LITTLE (TM)                        | 1,245,256               | 07/12/83          |
| CAROLE LITTLE (TM)                        | 1,180,284               | 12/01/81          |
| CAROLE LITTLE (SM)                        | 1,601,527               | 06/12/90          |
| CAROLE LITTLE II (TM)                     | 1,947,064               | 01/09/96          |
| CAROLE LITTLE WORKS<br>FOR YOU (TM)       | 1,313,520               | 01/08/85          |
| CL (TM)                                   | 1,637,257               | 03/05/91          |
| CL II (TM)                                | 1,965,552               | 04/02/96          |
| CLLA (TM)                                 | 2,096,012               | 09/09/97          |
| LITTLE OR NOTHING (TM)                    | 1,515,467               | 12/06/88          |
| Logo Design (SM)<br>(circle & rectangles) | 1,790,729               | 08/31/93          |
| OR I WON'T GET<br>DRESSED (TM)            | 1,535,379               | 04/18/89          |
| STREET WEAR CAROLE LITTLE<br>CL (TM)      | 1,863,763               | 11/22/94          |

State Registered Mark (California)

| <u>Mark</u>   | <u>Registration No.</u> | <u>Issue Date</u>       |
|---------------|-------------------------|-------------------------|
| CAROLE LITTLE | 59922                   | 07/24/89 (last renewal) |

Registered Marks (Canada)

| <u>Mark</u>           | <u>Registration No.</u> | <u>Issue Date</u> |
|-----------------------|-------------------------|-------------------|
| CAROLE LITTLE (TM)    | 315,661                 | 06/27/86          |
| CAROLE LITTLE (TM)    | 320,536                 | 11/14/86          |
| CAROLE LITTLE II (TM) | 469,549                 | 01/23/97          |
| CL II (TM)            | 459,163                 | 06/07/96          |

Registered Marks (Mexico)

| <u>Mark</u>          | <u>Registration No.</u> | <u>Issue Date</u> |
|----------------------|-------------------------|-------------------|
| CAROLE LITTLE (TM)   | 524,200                 | 06/20/96          |
| CAROL LITTLE II (TM) | 519,264                 | 03/25/96          |
| CL II (TM)           | 519,263                 | 03/25/96          |

Pending Federal Applications (U.S.A.)

| <u>Mark</u>                                    | <u>Application/<br/>Serial Number</u> | <u>Filing Date</u> |
|--|---------------------------------------|--------------------|
| Logo Design (SM)<br>(motion picture projector) | 75/304,049                            | 06/05/97           |
| ST. TROPEZ FILMS (SM)                          | 75/304,181                            | 06/05/97           |

Tradenames

TRADEMARK ASSIGNMENT

WHEREAS, Rabinowitz Revocable Trust of 1988, a trust organized and existing under the laws of the State of California, having an office at 9951 Beverly Grove Drive, Beverly Hills, CA 90210 (hereinafter referred to as "Assignor") is the owner at least of the trademarks and service marks and registrations therefor and applications for registration therefor shown on the Schedule annexed hereto and made a part hereof (hereinafter referred to as the "Marks") as applied to the goods and/or services shown on said Schedule; and,

WHEREAS, California Fashion Industries, Inc., a corporation organized and existing under the laws of the State of California, having an office and place of business at 3434 South Grand Avenue, Los Angeles, CA 90007-4326 (hereinafter referred to as the "Assignee") is desirous of acquiring all of the rights of Assignor in and to the Marks and all other marks of Assignor used in connection with its business; whether registered or not as well as all trade names of Assignor; and Assignor is desirous of transferring such rights to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

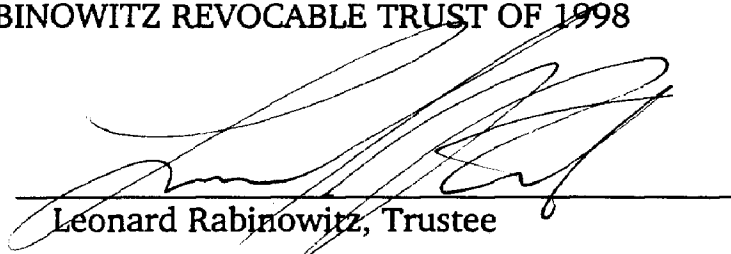
Be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor does hereby transfer to the said Assignee all of its right, title and interest in and to the Marks and all other marks of Assignor used in connection with its business, whether registered or not, owned by Assignor in the United State of America, Mexico, Canada and throughout the world,

along with that part of the goodwill of the business of Assignor connected with the use of and symbolized by said Marks, names and registrations.

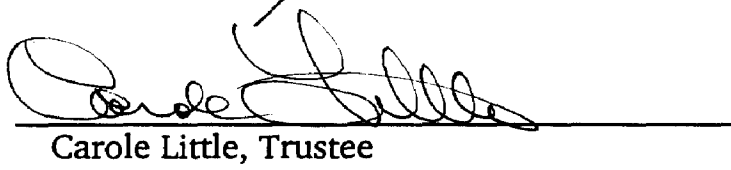
Assignor hereby agrees, at no cost or expense to it, to execute any further documents to effectuate the purpose and intent of this Assignment which Assignee may reasonably request.

**RABINOWITZ REVOCABLE TRUST OF 1998**

By:

  
Leonard Rabinowitz, Trustee

By:

  
Carole Little, Trustee

STATE OF CALIFORNIA    )  
                                  )ss.:  
COUNTY OF    L.A.    )

On this 2 day of September 1998, before me personally came Leonard Rabinowitz and Carole Little, who acknowledged to me that they are Trustees of the Rabinowitz Revocable Trust of 1988 and executed the annexed Assignment on behalf of such trust with full authority to do so.



Mary Ciavino  
Notary Public