

*Corrective  
9-25-98*

REC

09-28-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



TAH-500001 000

To the Honorable Commissioner of Patents and

100839536

documents or copy thereof.

1. Name of conveying party(ies):

Knitwaves, Inc.

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

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

3. Nature of conveyance: \* The serial number 1,041,746 is to be corrected to 1,061,746

- Assignment
  - Security Agreement
  - Other correction - to correct a serial number on an instrument recorded at Reel 1591, Frame 0060 \*
  - Merger
  - Change of Name
- Execution Date: 5/16/97

2. Name and address of receiving party(ies):

Name: PR Acquisition LLC

Internal Address:

Street Address: 131 West 33rd Street

City New York State NY ZIP 10001

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company - Del.

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) 1,061,746

Additional numbers attached?  Yes  No

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

Name: Diane S. White

Internal Address:

King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40

- 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.

Diane S. White

Name of Person Signing

Signature

9/21/98

Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

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

09/25/1998 NGUYEN 00000286 1061746

01 FC:481

40.00 DP

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

REEL: 1792 FRAME: 0425

06-10-1997

SHEET 481-40.00 Patent and Trademark Office  
483-375.00 136207



100433497

To the Honorable Commission:

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Knitwaves, Inc.

2. Name and address of receiving party(ies):

Name: PR Acquisition LLC

Internal Address:

Street Address: 131 West 33rd Street

City New York State NY ZIP 10001

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignments)

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

3. Nature of conveyance:

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

Execution Date: May 16, 1997

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) 1,362,071

Additional numbers attached?  Yes  No

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

Name: Diane S. White

Internal Address:

King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): 315

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 copies are true copies of the original document.

Diane S. White

Name of Person Signing

*Diane White*  
Signature

5/26/97  
Date

Total number of pages comprising cover sheet: 12

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

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Washington, D.C. 20231

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TRADEMARK

REEL: 1792 FRAME: 0426

WARD 6-9-97

REC'D  
MAY 29 1997  
000002278388071  
06/09/1997 T10M11  
01 FC:401  
02 FC:402

## ASSIGNMENT OF TRADEMARKS AND TRADENAMES

This Assignment of Trademarks and Tradenames ( the "Assignment"), dated the 16th day of May, 1997, from KNITWAVES, INC., a New York corporation (the "Assignor"), to PR ACQUISITION LLC a limited liability company organized under the laws of New Jersey (the "Assignee").

WHEREAS, by an Asset Purchase Agreement dated as of April 1, 1997 by and among the Assignor, the Assignee and Justin B. Israel and Robert A. Israel (the "Asset Purchase Agreement"), the Assignor has agreed to sell the Business, including the Purchased Assets (as such terms are defined in the Asset Purchase Agreement) to the Assignee;

WHEREAS, in connection with the sale to the Assignee of the Business pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, assign and transfer to the Assignee the Trademarks (as such term is hereinafter defined); and

WHEREAS, the Assignor and Assignee desire to execute this Assignment to further evidence the assignment by the Assignor to the Assignee of the Trademarks.

NOW, THEREFORE, for the purpose of effecting such assignment pursuant to the provisions of the Asset Purchase Agreement and for the consideration set forth therein, the Assignor states as follows:

1. Assignment. The Assignor hereby sells, transfers, conveys, assigns and sets over to the Assignee, its successors and assigns the trademarks and tradenames listed on Exhibit A hereto (all of the foregoing being collectively hereinafter referred to as the "Trademarks." ) with all rights of action to accrue under and by virtue thereof.

2. Further Assurances. The Assignor agrees, upon request by the Assignee, to execute and deliver any and all proper papers, prepared by Assignee, that may be necessary or desirable to perfect the title to said Trademarks in Assignee, its successors or assigns; and in the event the Assignee, its successors or assignees desire to secure a reissue of any one or more of said Trademarks, Assignor will, at the request thereof, sign all proper papers, make all rightful oaths and do all acts reasonable, necessary and proper for applying for such reissue and procuring thereof which are within the legal power and right of Assignor. Assignee, or its successor or assign shall reimburse Assignor for all out-of-pocket expenses reasonably incurred by Assignor in connection with its performance under this paragraph.

3. Governing Law. This Assignment shall be construed in accordance with, and be governed by, the laws of the State of New Jersey, without regard to conflict of law principles.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNOR:

KNITWAVES, INC.

By: 

Name: Robert A. Israel

Title: President

ASSIGNEE:

Accepted as of the day and  
year first above written

PR ACQUISITION LLC

By: 

Name: MARSHA R. PERELMAN

Title: CO-CHAIRMAN

COMMONWEALTH OF PENNSYLVANIA )  
 )  
SS.:  
 )  
COUNTY OF PHILADELPHIA )

On the 16<sup>th</sup> day of May, 1997, before me came Robert A. Israel, to me known,  
who being by me duly sworn, did depose and say that he resides at  
303 W. 80<sup>th</sup> Street New York, New York; that he is the President of  
KNITWAVES, INC., the corporation described in, and which executed, the foregoing  
instrument; that he knows the seal of said corporation; that the seal affixed to said instrument  
is such corporate seal; that it was so affixed under authority of the Board of Directors of said  
corporation; and that he signed his name thereto under like authority.

NOTARIAL SEAL  
MARY E. MINGLEDROUGH, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires May 8, 2000

Mary E. MingleDough  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 )  
SS.:  
 )  
COUNTY OF PHILADELPHIA )

On the 16<sup>th</sup> day of May, 1997, before me came Marshall R. Perelm, to me  
known, who being by me duly sworn, did depose and say that ~~he~~ resides at \_\_\_\_\_  
\_\_\_\_\_; that ~~he~~ is the Ce - Chairman of PR ACQUISITION LLC, the company  
described in, and which executed, the foregoing instrument; that ~~he~~ knows the seal of said  
company; that the seal affixed to said instrument is such company seal; that it was so affixed  
under authority of the [Managers/Members] of said company; and that ~~he~~ signed ~~his~~  
thereto under like authority.

NOTARIAL SEAL  
MARY E. MINGLEDROUGH, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires May 8, 2000

Mary E. MingleDough  
Notary Public

EXHIBIT A  
TO ASSIGNMENT  
OF TRADEMARKS

TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>INTERNATIONAL CLASS AND DESCRIPTION</u>	<u>CURRENT APPLICATION NO. AND DATE</u>	<u>REGISTRATION NO.</u>	<u>EXPIRATION DATE</u>
USA	Almonds (Stylized)	25	404,011/November 26, 1982	1,269,342	March 6, 2004
USA	Childs Play	25	221,346/June 17, 1965	808,560	May 17, 2006
USA	Camden Passage	25	125,220/May 3, 1977	1,082,706	January 17, 1998
USA	Flaps Up	25	74/375,495/April 5, 1993	1,944,466	December 26, 2005
Canada	Justin Charles	25	653,166/March 16, 1990	389,184	September 27, 2006
USA	Justin Charles	39	234,511/December 13, 1965	825,345	March 7, 2007
Argentina	Knitwaves	25	1906955/June 30, 1994		June 30, 2004
Canada	Knitwaves	25	410,035/April 26, 1977	230,083	September 1, 2008
Canada	Knitwaves Design	25	405,248/December 14, 1976	234,980	August 10, 2009
Mexico	Knitwaves	25	491229/May 11, 1995		December 6, 2004
Mexico	Knitwaves	25			Pending
Russia	Knitwaves	25			
USA	Knitwaves	25	104,361/October 26, 1976	1,072,282	August 30, 1997

USA	Knitwaves	25	389,576/September 27, 1982	1,258,637	November 22, 2003
USA	Knitwaves (Stylized)	25	90,649/June 16, 1976	1,041,746	March 22, 2007
Argentina	Miniwaves	25	1906956/June 30, 1994		June 30, 2004
Canada	Miniwaves	25	653,177/March 16, 1990	390,873	November 29, 2006
Chile	Miniwaves	25	432178/October 10, 1996		September 29, 2004
Mexico	Miniwaves	25	488322/April 24, 1995		December 6, 2004
Russia	Miniwaves	25			Pending
USA	Miniwaves	25	74/204,250/September 16, 1991	1,745,867	January 12, 2003
USA	Miniwaves	25	526,313/March 11, 1985	1,362,071	September 24, 2005
USA	Sweece	25	638,275/January 5, 1987	1,459,328	September 29, 2007
USA	Tall Tee's by Knitwaves	25	1933206/November 7, 1995		November 7, 2005

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