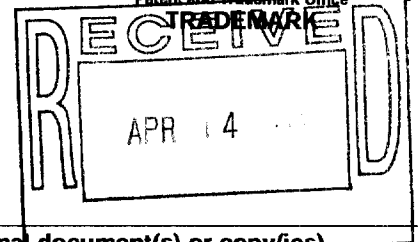


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**RECORDATION FORM COVER SHEET  
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
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**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
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- Other
- Citizenship/State of Incorporation/Organization

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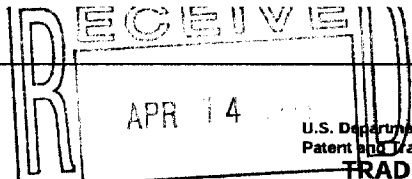
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Enter for the first Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

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**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

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**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Elisa Raley

*Elisa Raley*

April 14, 1999

Name of Person Signing

Signature

Date Signed

## Trademark Registrations in the United States Patent and Trademark Office

<b>Trademark</b>	<b>Date of Registration</b>	<b>Registration Number</b>
Counter Classics	3/30/93	1,761,455
Counter Fit	4/30/96	1,971,633
Counterparts	4/8/80	1,132,754
Counter-Part	4/4/67 (renewed 11/3/87)	826,929
Counter Stretch	9/22/92	1,718,302
Counter Stretch by Counterparts (and design)	9/14/93	1,792,705
Flip Clip	1/7/97	2,028,282
Instant Fit	4/30/96	1,971,452
Part One	7/20/93	1,783,499
Particulars by Counterparts	2/16/99	2,224,353
Performa Gab	8/18/98	2,182,233
Union Square	4/28/98	2,153,880

Schedule I - 1

Trademark Registrations in the United States Patent and Trademark Office (continued)

<b>Trademark</b>	<b>Date of Registration</b>	<b>Registration Number</b>
Adventure in Paradise	11/28/95	1,919,865
Cargo Passport	10/24/96	1,929,319
Greenstreet	11/22/94	1,863,762
Maxine Brookes	1/14/97	2,029,436
National Classics Clothing	10/17/95	1,927,394
New Crop	11/28/95	1,937,922
Orbit (and design)	8/11/70 (renewed 12/11/90)	896,552
Orbit	9/7/71 (renewed 9/7/91)	919,814
Orbit Naturals	10/22/96	2,010,633
Orbit Naturals For the Futures	10/8/96	2,006,746
Personal Effects	4/30/96	1,971,989
Season Ticket	12/20/94	1,868,419
Solei	12/13/88	1,516,455
The Season Ticket (and Design)	2/12/85	1,319,457
Twist Top	1/28/97	2,034,291

Trademark Registration in Canada

<b>Trademark</b>	<b>Registration Number</b>
Counterparts	TMA472,881

Schedule I - 2

Trademark Applications in the United States Patent and Trademark Office

<b>Trademark</b>	<b>Status</b>	<b>Serial Number</b>
Contour Fit by Counterparts	Active-Pending; Section 1B/Intent to Use Application	75/424,895
Counter Casuals	Active - Pending; Section 1B/Intent to Use Application	75/549,744
Counter Knits by Counterparts	Active-Pending; Section 1A/Use Based Application	75/424,617
Counter Sport	Active - Pending; Section 1B/Intent to Use Application	75/424,615
Counterparts Sport	Active - Pending; Section 1B/ Intent to Use Application	75/549,743

Schedule I - 3

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TRADEMARK  
REEL: 001885 FRAME: 0707  
**REEL: 1885 FRAME: 0707**

United States Common Law Trademarks  
(other than Registrations and Applications  
listed on pages 1-3 of this Schedule I)

<b>Trademark</b>	<b>Serial/Registration Number</b>
Five Palms	74/601,257
Happy Planet	74/518,345
Series One	74/518,344
Counter Cottons	75/424,891

Canadian Common Law Trademarks  
(other than the Registration in Canada  
listed on page 2 of this Schedule I)

<b>Trademark</b>	<b>Application Number</b>
Counterstretch	0702,713

## ASSIGNMENT

This Assignment is made as of this 25th day of March, 1999, by and between HFI, INC., a Delaware corporation ("Assignor"), and Integrated Marketing Solutions Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to a Purchase and Sale Agreement made as of even date herewith (the "Agreement"; capitalized terms used herein without definition are used as defined in the Agreement), Assignor agrees to convey to Assignee certain assets, including but not limited to all of Assignor's right, title and interest in, to and under the marks listed on Schedule I hereto (the "Marks");

WHEREAS, Assignor and Assignee desire to enter into this Assignment to reflect of record the acquisition by Assignee of all right, title and interest of Assignor in, to and under the Marks and the goodwill with which they are associated and which is symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor does hereby sell, assign, transfer and deliver to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Marks throughout the world, any and all registrations thereof, any and all applications for registration thereof to the extent transferable under applicable law, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

From time to time after the date hereof, upon the reasonable request of Assignee, Assignor shall, and shall cause each of its affiliates to, execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment and transfer and take such further action as Assignee may reasonably request in order

more effectively to sell, assign, convey, transfer, reduce to possession and record title to the Marks. Assignor agrees to cooperate with Assignee in all reasonable respects to assure to Assignee the continued title to and possession of the Marks in the condition and manner contemplated by this Assignment and by the Agreement.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.



HFI, INC.



*Jennifer M Green*  
COUNTY: COOK  
STATE: ILLINOIS

By: *Michel Koratich*  
Name: *Michel Koratich*  
Title: *President*  
Dated as of: March 25, 1999

Accepted and agreed:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated as of: March \_\_, 1999

"Express Mail" mailing label No. EH 827325299W

Date of Deposit April 14, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

*Elisa Raley*  
(Typed or printed name of person mailing paper or fee)

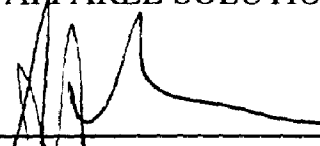
*Elisa Raley*  
(Signature of person mailing paper or fee)

HFI, INC.

By: \_\_\_\_\_  
Name:  
Title: \_\_\_\_\_  
Dated as of: March \_\_, 1999

Accepted and agreed:

INTEGRATED APPAREL SOLUTIONS INC.

By:  \_\_\_\_\_  
Name: Jeffrey Moss  
Title: President  
Dated as of: March 25, 1999

"Express Mail" mailing label No. EH 82732594US  
Date of Deposit April 14, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20531

Elisa Kaley  
(Typed or printed name of person mailing paper or fee)  
Elisa Kaley  
(Signature of person mailing paper or fee)