

05-26-1999



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

D

101045325

of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5.10.99

THE GREENBERG FAMILY TRUST: Robert Greenberg; Susan Greenberg; Michael Greenberg; Jeffrey Greenberg; Jason Greenberg; Joshua Greenberg and Jennifer Greenberg

228 Manhattan Beach Blvd., Suite 200
Manhattan Beach, CA 90266

- All Individuals Association
- General Partnership Limited Partnership
- California Corporation
- Other - Trust

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

3. Nature of conveyance:

 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: January 28, 1999

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

Name: STAGE II APPAREL CORPORATION

Street Address: 1385 Broadway Street,

City: New York State: NY Zip: 10018 Country: U.S.A.

- Individual(s) -
- Association
- General Partnership
- Limited Partnership
- New York Corporation
- 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 registration number(s): Reg. No.:, Reg. Date:

A. Trademark Application No.(s) - See Attached

B. Trademark registration No.(s) - See Attached

Additional numbers attached? Yes No

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

Name: KLEINBERG & LERNER, LLP

Internal Address:

05/25/1999 MTHAI1 00000118 864462

01 FC:481 40.00 OP
02 FC:482 300.00 OP

Street Address: 2049 Century Park East, #1080

City: Los Angeles State: California Zip: 90067

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41):.....\$340.00

- Enclosed
- Authorized to be charged to deposit account

8. Charge any excess or credit any refund to deposit account number:

01-2224

(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.



Marshall A. Lerner, Esq.

Date 4-28-1999

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

Total number of pages comprising cover sheet:

7

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

**A. Trademark
Application No.(s):**

<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>MARK</u>
1. Canada	864,462	CROSS COLOURS
2. South Africa	92/4852	CROSS COLOURS

**B. Trademark
Registration No.(s):**

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>MARK</u>
1. Germany	2,104,613	CROSS COLOURS
2. Hungary	142,241	CROSS COLOURS
3. Japan	3,215,255	CROSS COLOURS
4. Puerto Rico	32,199	CROSS COLOURS
5. South Korea	331286	CROSS COLOURS, CL27
6. South Korea	362012	CROSS COLOURS & DESIGN, CL27
7. South Korea	346,735	CROSS COLOURS, CL43
8. Thailand	Kor 75,448	CROSS COLOURS
9. U.S.	1,748,604	CROSS COLOURS
10. U.S.	1,741,420	CROSS COLOURS &DESIGN
11. U.S.	1,762,996	CC & DESIGN

ASSIGNMENT OF REGISTERED TRADEMARKS
AND TRADEMARK RIGHTS

WHEREAS, The Greenberg Family Trust; Robert Greenberg; Susan Greenberg; Michael Greenberg; Jeffrey Greenberg; Jason Greenberg; Joshua Greenberg; and Jennifer Greenberg (hereinafter "Assignors") have adopted, used, are using and are the owners of the following trademarks and registrations and applications thereof (hereinafter referred to as the "Marks"):

DKT. NO.	COUNTRY/ TRADEMARK	APPLICATION NO./FILING DATE; REGISTRATION NO./REG. DATE	STATUS
A588	CANADA CROSS COLOURS	<u>Application No.:</u> 864,462 <u>Filing Date:</u> 12/17/97	APPLICANT: SKECHERS U.S.A., INC.
7923	GERMANY CROSS COLOURS	<u>Application No.:</u> S 58 594/25 Wz <u>Filing Date:</u> 4/2/94 <u>REGISTRATION NO.:</u> 2,104,613 <u>REG. DATE:</u> 4/07/98	<u>REGISTRATION NEXT RENEWAL DATE:</u> 2/07/2008 REGISTRANT: SKECHERS U.S.A., INC.
7622	HUNGARY CROSS COLOURS	<u>Application No.:</u> M9305023 <u>Filing Date:</u> 10/25/93 <u>REGISTRATION NO.:</u> 142,241 <u>REG. DATE:</u> 10/25/2003	<u>REGISTRATION NEXT RENEWAL DATE:</u> 10/25/2003 APPLICANT: SKECHERS U.S.A., INC.

DKT. NO.	COUNTRY/ TRADEMARK	APPLICATION NO./FILING DATE; REGISTRATION NO./REG. DATE	STATUS
7627	JAPAN CROSS COLOURS	<u>Application No.:</u> 108868/1993 <u>Filing Date:</u> 10/29/93 <u>REGISTRATION NO.:</u> 3215255 <u>REG. DATE:</u> 10/31/96	<u>REGISTRATION NEXT RENEWAL DATE: 10/31/2006</u> REGISTRANT: SKECHERS U.S.A., INC.
8075	PUERTO RICO CROSS COLOURS	<u>REGISTRATION NO.:</u> 32,199 <u>REG. DATE:</u> 2/3/93 <u>ASSIGNMENT DATE:</u> 6/6/94	<u>REGISTRATION NEXT RENEWAL DATE: 2/3/2006</u> APPLICANT: SKECHERS U.S.A., INC.
8160	SOUTH AFRICA CROSS COLOURS	<u>Application No.:</u> 92/4852 <u>Filing Date:</u>	<u>PENDING</u> APPLICANT: SKECHERS U.S.A., INC.
7628	SOUTH KOREA CROSS COLOURS - in class 27 for footwear	<u>Application No.:</u> 93/38320 <u>Filing Date:</u> 10/28/93 <u>REGISTRATION NO.:</u> 331286 <u>REG. DATE:</u> 1/13/96	<u>REGISTRATION NEXT RENEWAL DATE: 1/13/2006</u> REGISTRANT: SKECHERS U.S.A., INC.
8221	SOUTH KOREA CROSS COLOURS & Design - in class 27 for footwear	<u>Application No.:</u> 93/29716 <u>Filing Date:</u> 7/28/94 <u>REGISTRATION NO.:</u> 362012 <u>REG. DATE:</u> 5/15/97	<u>REGISTRATION NEXT RENEWAL DATE: 5/15/2007</u> REGISTRANT: SKECHERS U.S.A., INC.

DKT. NO.	COUNTRY/ TRADEMARK	APPLICATION NO./FILING DATE; REGISTRATION NO./REG. DATE	STATUS
8651	SOUTH KOREA CROSS COLOURS - in class 43 for sporting goods and playthings	<u>Application No.:</u> 93/44851 <u>Filing Date:</u> 12/10/93 <u>REGISTRATION NO.:</u> 346735 <u>REG. DATE:</u> 9/12/96	<u>REGISTRATION NEXT RENEWAL DATE: 9/12/2006</u> REGISTRANT: SKECHERS U.S.A., INC.
7647	THAILAND CROSS COLOURS in class 25 footwear and apparel	<u>Application No.:</u> 260,201 <u>Filing Date:</u> 2/11/94 <u>REGISTRATION NO.:</u> Kor 75,448 <u>REG. DATE:</u> 2/10/94	<u>REGISTRATION NEXT RENEWAL DATE: 2/10/2004</u> REGISTRANT: SKECHERS U.S.A., INC.
8088	U.S.A. CROSS COLOURS	<u>Serial No.:</u> 74/228,099 <u>Filing Date:</u> 12/9/91 <u>REGISTRATION NO.:</u> 1,748,604 <u>REG. DATE:</u> 1/26/93	<u>REGISTRATION NEXT RENEWAL DATE: 1/26/2003</u> REGISTRANT: SKECHERS U.S.A., INC.
8086	U.S.A. CROSS COLOURS & Design	<u>Serial No.:</u> 74/309,143 <u>Filing Date:</u> 8/31/92 <u>REGISTRATION NO.:</u> 1,741,420 <u>REG. DATE:</u> 12/2/92	<u>REGISTRATION NEXT RENEWAL DATE: 12/22/2002</u> REGISTRANT: SKECHERS U.S.A., INC.
8087	U.S.A. CC & Design	<u>Serial No.:</u> 74/243,239 <u>Filing Date:</u> 2/4/92 <u>REGISTRATION NO.:</u> 1,762,996 <u>REG. DATE:</u> 4/6/93	<u>REGISTRATION NEXT RENEWAL DATE: 4/6/2003</u> REGISTRANT: SKECHERS U.S.A., INC.

and WHEREAS, STAGE II APPAREL CORPORATION (hereinafter "Assignee"), is desirous of acquiring all right, title and interest in and to the Marks.

NOW THEREFORE, in consideration of the sum of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors hereby assign to Assignee all worldwide right, title and interest in and to said Marks, together with the goodwill of the business symbolized by said Marks and the registrations and applications thereof.

Assignors hereby further assign to Assignee (a) all damages and other proceeds hereafter recovered or received in any infringement suit, settlement or other proceeding related to the Marks, (b) the right to sue for past, present and future infringements of the Marks, and (c) all other rights corresponding to the Marks and any existing or future applications and registrations related to the Marks throughout the world.

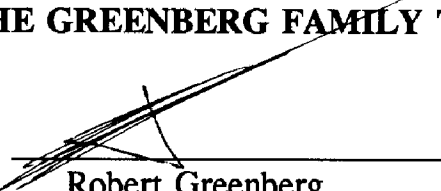
Assignors further warrant that upon request of Assignee, Assignors shall execute all documents, instruments and papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment or to more fully evidence Assignee's rights in the Marks as well as to provide such other material, information and assistance as Assignee may consider necessary to carry out the intent of this Assignment.

Assignors covenants to and with Assignee that the Assignors are the owners and have the right to transfer and assign the Marks, that the Marks are free and clear of all liens, encumbrances and security interests, and that the Assignors will defend the title of the Marks against any person claiming an adverse interest in the Marks which interest arose prior the date thereof.

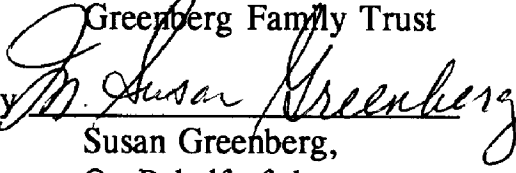
The assignment is binding upon the parties, their successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

THE GREENBERG FAMILY TRUST

Date: 1/28/99

By 
Robert Greenberg,
On Behalf of the
Greenberg Family Trust

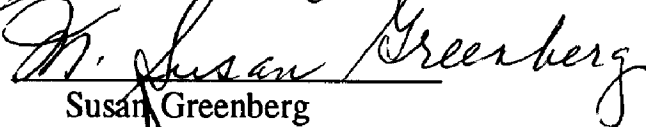
Date: 1/28/99

By 
Susan Greenberg,
On Behalf of the
Greenberg Family Trust

Date: 1/28/99

By 
Robert Greenberg

Date: 1/28/99

By 
Susan Greenberg

Date: 1/28/99

By 
Michael Greenberg

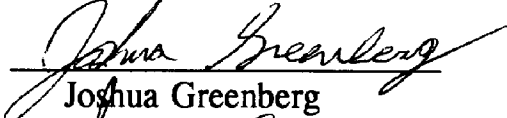
Date: 1/28/99

By 
Jeffrey Greenberg

Date: 1/28/99

By 
Jason Greenberg

Date: 1/28/99

By 
Joshua Greenberg

Date: 1/28/99

By 
Jennifer Greenberg