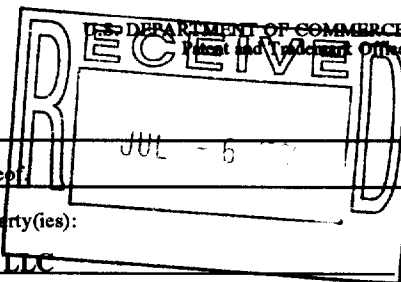


Handwritten: *MW 4.6.99*

07-07-1999



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R

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original copy thereof.

1. Name of conveying party(ies): **Rampage Clothing Company**

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

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

2. Name and address of receiving party(ies):  
 Name: **Rampage Licensing, LLC**  
 Internal Address: **4560 Loma Vista Avenue**  
 Street Address: **Los Angeles, California 90058**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other **California Limited Liability Company**

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: **March 5, 1999**

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

A. Trademark Application No.(s)  
**75/519,556    74/315,791    75/212,526**  
**75/212,527    75/228,289**

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
**1,960,772    1,857, 761    2,084,725    936, 136**  
**2,236,979    2,062,351    1,762,936    2,037,397**

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name:  
**Tamsen Valoir**  
 Street Address:  
**Jenkins and Gilchrist P.C.**  
**1100 Louisiana Street, Suite 1800**  
**Houston, Texas 77002-5214**

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.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: **10-0447**  
 (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.*

Tamsen Valoir                      *Tamsen Valoir*                      6.30.99  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 7

Date of Deposit June 30, 1999

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first class mail** with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

*Sally Carlisle*  
Sally Carlisle

07/06/1999 NGUYEN 00000309 1960772

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

IPHO:25712.1 40879-00002

TRADEMARK  
REEL: 001923 FRAME: 0874

**ASSIGNMENT OF TRADEMARKS**

Rampage Clothing Company, a California corporation ("RCC"), having a principal office at 4560 Loma Vista Avenue, Los Angeles, California 90058 (attn: Larry Hansel), for valuable consideration, the receipt and adequacy whereof are hereby acknowledged, hereby assigns and transfers to Rampage Licensing, LLC, a California limited liability company ("Licenseco"), having a principal office at 4560 Loma Vista Avenue, Los Angeles, California 90058 (attn: Larry Hansel), and Licenseco hereby accepts:

A. All right, title and interest held by RCC in and to any and all domestic and foreign trademarks, service marks, registrations of trademarks and service marks and applications for such registration, including without limitation those identified in Schedule A attached hereto (hereinafter collectively and individually referred to as the "Trademarks");

B. The goodwill of the business connected with the use of and symbolized by the Trademarks, together with all assets that uniquely reflect the goodwill of the business of RCC; and

C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks or injury to said goodwill, together with the right to sue or recover the same in the RCC's name.

RCC and its successors and assigns shall execute and deliver to Licenseco any further documents or instruments and shall do any and all further acts which may be necessary to effect the foregoing assignment or the recordation or perfection thereof. The foregoing assignment shall be effective as of the Effective Date defined in Rampage Clothing Company and Creditors' Committee's Second Amended Plan of Reorganization.

RAMPAGE LICENSING, LLC

RAMPAGE CLOTHING COMPANY

By: [Signature]  
Larry Hansel, Manager

By: [Signature]  
Sandford T. Waddell,  
Chief Financial Officer

By: \_\_\_\_\_  
Maurice Schoenholtz, Manager

By: \_\_\_\_\_  
Steve Wayne, Manager

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A. All right, title and interest held by RCC in and to any and all domestic and foreign trademarks, service marks, registrations of trademarks and service marks and applications for such registration, including without limitation those identified in Schedule A attached hereto (hereinafter collectively and individually referred to as the "Trademarks");

B. The goodwill of the business connected with the use of and symbolized by the Trademarks, together with all assets that uniquely reflect the goodwill of the business of RCC; and

C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks or injury to said goodwill, together with the right to sue or recover the same in the RCC's name.

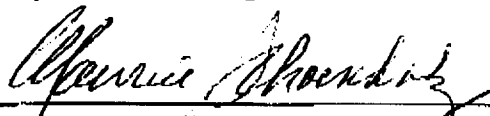
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RAMPAGE LICENSING, LLC

RAMPAGE CLOTHING COMPANY

By: \_\_\_\_\_  
Larry Hansel, Manager

By: \_\_\_\_\_  
Sandford T. Waddell,  
Chief Financial Officer

By:   
Maurice Schoenholtz, Manager

By: \_\_\_\_\_  
Steve Wayne, Manager

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B. The goodwill of the business connected with the use of and symbolized by the Trademarks, together with all assets that uniquely reflect the goodwill of the business of RCC; and

C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks or injury to said goodwill, together with the right to sue or recover the same in the RCC's name.

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RAMPAGE LICENSING, LLC

RAMPAGE CLOTHING COMPANY

By: \_\_\_\_\_  
Larry Hansel, Manager

By: \_\_\_\_\_  
Sandford T. Waddell,  
Chief Financial Officer

By: \_\_\_\_\_  
Maurice Schoenholtz, Manager

By: \_\_\_\_\_  
Steve Wayne, Manager

**SCHEDULE A**

**TRADEMARKS**

**RAMPAGE CLOTHING COMPANY (PENDING AND REGISTERED TRADEMARKS)**

Country	Trademark	App Date	App No	Reg Date	Reg No
Benelux	RAMPAGE	200C1995	857916	200C1995	591197
Canada	CDC	24NO1997	682513		
Canada	R-WEAR	24NO1997	682514		
Canada	RAMPAGE	07JEL1991	683681	049E1992	402408
China P.R.	RAMPAGE	18NO1992	674904	21JAL1994	674904
Germany	RAMPAGE	17AU1991	51188/25	17AU1991	2019184
	RAMPAGE	26DE1996	442525		
Community Trademark	RAMPAGE	16DE1997	703777		
Community Trademark	RAMPAGE	14OC1992	1724684	05JUL1993	1724684
Spain	RAMPAGE	03SE1991	306248	03SE1991	1691016
France	RAMPAGE	15FE1991	112763	19SE1995	112763
Greece	AMERICAN PEOPLE	23JAL1997	109879		
Israel	AMERICAN PEOPLE	23JAL1997	109880		
Israel	AMERICAN PEOPLE	23JAL1997	109881		
Israel	AMERICAN PEOPLE	23JAL1997	109882		
Israel	AMERICAN PEOPLE	23JAL1997	109883		
Israel	AMERICAN PEOPLE	23JAL1997	109884		
Israel	RAMPAGE	21OC1992	85014	08NY1997	85014

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7137520108

Mar-02-98 06:54am From JENKIN & GILCHRIST

04/01/99 10:19 FAX 7055357

RECORDED: 07/06/1999

TRADEMARK  
REEL: 001923 FRAME: 0880

Israel	TRILLOGY	23JAN1997	109890					
Israel	TRILLOGY	23JAN1997	109891					
Israel	TRILLOGY	23JAN1997	109892					
Israel	TRILLOGY	23JAN1997	109893					
Israel	TRILLOGY	23JAN1997	109894					
Israel	TRILLOGY	23JAN1997	109895					
Italy	RAMPAGE	29OCT1992	T09ZC002105	25NO1994		633960		
Mexico	RAMPAGE	10JUL1991	L17773	09MR1993		431621		
Norway	RAMPAGE	03SEB1992	92/4384	04NO1993		159905		
Thailand	RAMPAGE	06BB1993	231495	15MAY1994		251495		
United States	CARBY OFFSHORE	08NO1993	74/455,195	05MR1996		1,960,772		
United States	CDC	08NO1993	74/454,859	11OCT1994		1,837,761		
United States	RAMPAGE	15JUL1998	75/519,536					
United States	RAMPAGE	16OCT1995	75/006,219	29JUL1997		2,004,725		
United States	RAMPAGE	18FEB1992	74/315,791					2,236,979
United States	RAMPAGE	18SEP1992	74/801,459					
United States	RAMPAGE	19SEB1992	75/975,568	13MY1997		2,062,351		
United States	RAMPAGE	12OCT1996	75/212,526					
United States	RAMPAGE	12OCT1996	75/212,527					
United States	RAMPAGE	06APR1993	1,762,936					
United States	RAMPAGE	21JAN1997	75/228,289					
United States	RAMPAGE	20JUL1972						936,136
United States	"R.R."	11 FEB 1997						2,037,397