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To the Honorable Commissioner of P

101109395

original documents or copy thereof.

1. Name of conveying party(ies):

Good Lad Co., Inc.

- Individual(s)
- General Partnership
- Corporation-Pennsylvania
- Other _____
- Association
- Limited Partnership

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

3. Nature of Conveyance:

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

Execution Date: July 30, 1999

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

Wong Sun Hing Ltd.
3023 W. Coulter Street
Philadelphia, Pennsylvania 19129

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation: Pennsylvania
- Other: _____

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) & addresses attached? Yes No

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

A. Trademark Application No.(s):

B. Trademark Reg. No.(s): 1944594; 1908566; 1817996;
1772081; 1672655; 1609012; 1853691; 1069012; 2087188;
1060360; 1883009; 1181203; 1495899; 419003

Additional numbers attached Yes No

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

Stephen J. Meyers, Esq.
Seidel, Gonda, Lavergha & Monaco, P.C.
Suite 1800 Two Penn Center Plaza
Philadelphia, PA 19102

Attorney Docket No. 9535-G

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41)

\$365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 19-1135

DO NOT USE THIS SPACE

9. 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.

STEPHEN J. MEYERS

Name of Person Signing

Signature

2 August 1999

Date

Total number of pages including cover sheet, attachments and document: 4

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

Do not detach this portion

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

08/04/1999 DMGUYEN 00000366 191135 1944594

01 FC:481
02 FC:482

40.00 CH
325.00 CH

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

SCHEDULE OF TRADEMARKS

Good Lad Co., Inc.

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Magic Moments	1,944,594	December 26, 1995
New Goodies	1,908,566	August 1, 1995
Best Buddy (stylized)	1,817,996	January 25, 1994
Pete's Partner A Good Lad Company (stylized)	1,772,081	October 6, 1992
Good Lad of Philadelphia (stylized)	1,672,655	January 21, 1992
Great Guy By Good Lad	1,069,012	July 5, 1977
Little Goodies	1,853,691	September 13, 1994
Great Guy by Good Lad (stylized)	1,069,012	July 5, 1977
Cool Beginnings	2,087,188	August 12, 1997
Good Lad's Girls	1,060,360	March 1, 1977
Small Treasures	1,883,009	March 7, 1995
Pete's Jeans by Good Lad (stylized)	1,181,203	December 8, 1981
Pete's Jeans By Good Lad	1,495,899	July 12, 1988
Good Lad	419003	January 15, 1946

NUNC PRO TUNC ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that GOOD LAD CO., INC., a Pennsylvania corporation whose registered mailing address is 431 E. Tioga Street, Philadelphia, PA 19134 (the "Transferor"), for good and valuable consideration paid by WONG SUN HING LTD., a Pennsylvania corporation whose registered mailing address is 3023 W. Coulter Street, Philadelphia, PA 19129 (the "Transferee"), the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, did hereby grant, bargain, sell, convey, set over, transfer, assign and deliver to Transferee, its successors and assigns, in connection with Transferee's foreclosure on Transferor's assets pursuant to, inter alia, that certain Consent and Repossession of Collateral Agreement between, among others, Transferor and Transferee dated June 15, 1999, the following (collectively, the "Personal Property"), nunc pro tunc to July 6, 1999:

All of Transferor's right, title and interest in and to all of Transferor's accounts, contract rights, inventory, equipment, machinery, general intangibles, documents, choses in action, copyrights, goodwill, trademarks, service marks, trade names and brands (whether registered or unregistered) of every nature and description including, but not limited to, those trademarks identified on the schedule affixed hereto and made a part hereof together with all of the goodwill symbolized by the trademarks, service marks, trade names and brands, and any and all choses of action, claims for damages, profits and costs, both in law and equity, in connection with or related to said trademarks, service marks, trade names and brands, and all proceeds and products of the foregoing Personal Property.

TO HAVE AND TO HOLD the same unto Transferee, its successors and assigns, forever.

Transferor shall execute, as reasonably requested by Transferee, all applications, assignments and other papers which Transferee may deem necessary or desirable for securing to Transferee all of the rights hereby acknowledged to have been sold, transferred and assigned.


Transferee hereby acknowledges and agrees that it accepts the Personal Property in its "AS IS" condition with all faults, if any, and without warranty, express or implied, except as expressly set forth herein.

This instrument may be executed in two or more separate counterparts by the parties hereto. Each such counterpart when executed shall be deemed an original, and all such counterparts taken together shall constitute one instrument.

WITNESS THE EXECUTION HEREOF this 30th day of July, 1999.

TRANSFEROR:

GOOD LAD CO., INC.

By: 

Name: Peter Sheintoch

Title: CEO

TRANSFeree:

WONG SUN HING, LTD.

By: 

Name: Jeffrey Burnett

Title: VP Controller