

09-23-1999

U.S. DEPARTMENT OF COMMERCE Patent & Trademark Office

SEP 0

original documents or copy thereof.

MCD9-20-99

To the Honorable Commissioner of Patent.

101152008

1. Name of conveying party(ies):

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

BELEGGINGSMAATSCHAPPIJ NEEC BV
Amsteldijk, 166
NL-1079 LH Amsterdam The Netherlands

Name: K.C. of North America, Inc.

Address: 1674 Alton Road, Suite 500

- Individual
- General Partnership
- Corporation
- Other Limited Company - The Netherlands

- Association
- Limited Partnership

City Miami Beach State Florida ZIP 33139

- Individual(s) citizenship _____
- Association _____

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

- General Partnership _____
- Limited Partnership _____

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____

- Merger
- Change of Name

- Corporation-State Florida
- 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) & address(es) attached? Yes No

Execution Date: _____

4(a). Trademark Application No.(s):

74/130,316
74/393,471
74/129,927

4(b). Trademark Registration No.(s):

14211581 1812969 1967150,
1394143 1521955 1798127 1807673 1959147

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved: 11

Name: **Leslie J. Lott, Esq.**
Address: **LOTT & FRIEDLAND, P.A.**

P.O. Box 141098

Miami, Florida 33114-1098

7. Total fee (37 CFR 3.41) enclosed: \$ 290.00

Enclosed

If any additional fees are required, the Commissioner is Authorized to charge deposit account

8. Deposit Account Number: 12-2155

09/22/1999 NTHAI1 00000265 74130316

01 FC:481 40.00 OP
02 FC:482 250.00 OP

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

Leslie J. Lott

Name of Person Signing

Signature

September 20, 1999

Date

Attorney Docket No: 11032-1-0001

Total number of pages comprising cover sheet: 9

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

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

Trademark Assignment

Assignor : Beleggingsmaatschappij Neece BV
Assignee : K.C. North America, Inc
Re : Kid Cool, Baby Cool and Teen Cool T.M. as applied or registered
in the USA
Starting : April 1st, 1999

This Trademark Assignment ("Assignment") is entered into as of *April 1st, 1999* between *BELEGGINGSMAATSCHAPPIJ NEECE BV*, a limited company registered in Naarden in The Netherlands, ("Assignor") and *K.C. NORTH AMERICA, INC.*, a company registered in Florida, 1674 Alton Road, Suite 500, Miami Beach, FL 33139 ("Assignee").

1. General

1.1 The Assignor is the legal owner of the Trademarks KID COOL, BABY COOL and TEENCOOL in the territory of the United States of America as per detailed in Annex 1 and the goodwill of the business relating to the clothing, footwear, headgear, textiles and textile goods ("Products") upon which the Trademarks are used and for which they are registered (the "Goodwill") including all the products covered by the international class 18, 24 and 25 of goods and services.

1.2 The Assignor desires to convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Trademarks along with the Goodwill as deposited and/or registered in the Territory as listed in Annex 1.


If ever one of the trademarks hereby assigned is not / has not been properly registered whatever the reason could be, Assignor does undertake to regularize the situation at its own costs before formalizing the transfer from a trademark law point of view.

1.3 In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

2. Assignment

2.1 The Assignor hereby conveys, transfers, assigns, and delivers to the Assignee all of its right, title, and interest in and to the Trademarks, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.

From the date hereof, the Assignee has to take over and to continue all the legal procedures now in process or pending as started or continued by the Assignor.



This assignment is made for a total consideration of USD 10,000 (ten thousands US dollars) to be paid on or before August 31st, 1999.

2.2 No share, interest, Assignment, or other right to the Trademarks has been transferred, assigned, or granted to any other party except as disclosed to the Assignee in this Assignment.

2.3 The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the labels, and designs associated with the Trademarks.

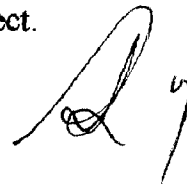
2.4 The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks.

3. General Provisions

3.1 Effect on Heirs and Successors. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.

3.2 Waiver, Amendment, Modification. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

3.3 Severability. If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

A handwritten signature in black ink, appearing to be 'A. G.', located in the lower right quadrant of the page.

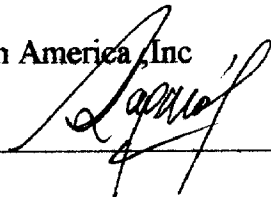
3.4 Governing Law. This Assignment shall be governed by the laws of the State of Florida applicable to such Assignments .

In case of litigation, the Courts of Miami shall have an exclusive jurisdiction.

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment entering into force as of the day and year first written above.

Assignee:

K.C.North America, Inc
By

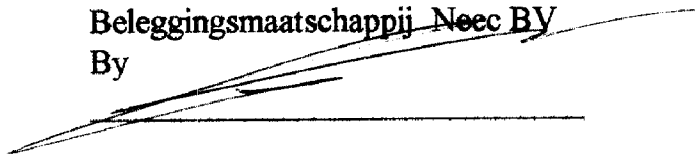


Name ROBERTO LAGORIO

Title DULY ENPOWERED

Assignor:

Beleggingsmaatschappij Neecc BY
By



Name Patrick Abraham

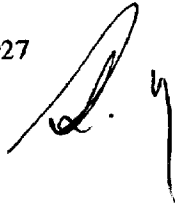
Title By Proxy

ANNEX 1

Baby Cool cl 3 74/ 130316
 cl 25 1421158
 cl 25 1812969
 cl 24 1967150

Kid Cool cl 3 74/393471
 cl 25 1394143
 cl 28 1521955
 cl 35 1798127
 cl 25 1807673
 cl 24 1959147

Teencool cl 25 74/129927

A handwritten signature or mark, possibly initials, consisting of a large, stylized letter 'A' or similar shape with a vertical line extending downwards from its right side.

Trademark Assignment

Assignor : Beleggingsmaatschappij Neece BV
Assignee : K.C. of North America, Inc
Re : Kid Cool, Baby Cool and Teen Cool T.M. as applied or registered
in the USA
Starting : April 1st, 1999

This amendment n° 1 to the enclosed contract is entered as of April 1st, 1999.

Article 1

The Parties confirm that the Company name of the Assignee of the enclosed contract is **K.C. of North America, Inc**, a company registered in Florida, 1674 Alton Road, Suite 500, Miami Beach, Fl 33139 and not K.C North America.

This amendment n° 1 is made for the good sake of the registration of the trademark assignment.

Assignee:

K.C. of North America, Inc
By

Name J. Abraham

Title By Proxy

Assignor:

Beleggingsmaatschappij Neece BV
By

Name ROBERTO LA GORIO

Title Duly ENPOWERED