

RECORD TR

12-29-1999



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Tab settings

12/17/99

To the Honorable Commissioner of Patents and

original documents or copy thereof.

1. Name of conveying party(ies): RECEIVED

ESQUIRE NECKWEAR, INC. 1999 DEC 17 AM 10:18

OPR/FINANCE

- Individual(s) Association General Partnership Limited Partnership Corporation-State MASSACHUSETTS Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: JUNE 2, 1997

2. Name and address of receiving party(ies)

Name: ROOSTER, INC.

Internal Address:

Street Address: 10 EAST 34TH STREET

City: NEW YORK State: NY ZIP: 10016

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State NEW YORK 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Table with 4 columns of registration numbers: 894,664, 1,046,428, 869,434, 1,402,248, etc.

Additional numbers attached? Yes No

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

Name: ROBERT L. SACKS

Internal Address:

Street Address: 125 PARK AVENUE - 16TH FL.

City: NEW YORK State: NY ZIP: 10017

6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/28/1999 DNGUYEN 00000325 894664

DO NOT USE THIS SPACE

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

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.

William Aron Name of Person Signing

Signature

DEC. 17 1999

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 1,402,248 dated July 22, 1986 under the trademark: SAVOY.

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 1,402,248 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: *Bernard Prince*
Title: *Pres.*

Acknowledged, subscribed and sworn to
before me this 2 day of June 1997.

Michael A. Covais
Notary Public

MICHAEL A. COVAIS
Notary Public
My Commission Expires September 11, 2003

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 968,698 dated September 18, 1973 under the trademark: RUFFLERNIT.

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 968,698 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: *Bernard [Signature]*
Title: *Pres*

Acknowledged, subscribed and sworn to
before me this 2 day of June 1997.

[Signature]
Notary Public

MICHAEL A. COVAIS
Notary Public
My Commission Expires September 11, 2003

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 924,313 dated November 23, 1971 under the trademark: RUFFLER.

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 924,313 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard Price

Title: Pres.

Acknowledged, subscribed and sworn to
before me this 2 day of June 1997.

Michael A. Covais

Notary Public

MICHAEL A. COVAIS
Notary Public
My Commission Expires September 11, 2003

TRADEMARK

REEL: 002004 FRAME: 0266

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 1,114,555 dated March 6, 1979 under the trademark: ROOSTER.

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 1,114,555 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard P. Prial

Title: Pres.

Acknowledged, subscribed and sworn to
before me this 2 day of June 1997.

Michael A. Covais

Notary Public

MICHAEL A. COVAIS

Notary Public

My Commission Expires September 11, 2003

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 1,046,429 dated August 17, 1976 under the trademark: ROOSTERNIT.

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 1,046,429 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard G. Grier

Title: Pres.

Acknowledged, subscribed and sworn to
before me this 2 day of June 1997.

Michael A. Covais

Notary Public

MICHAEL A. COVAIS

Notary Public

My Commission Expires September 11, 2003

TRADEMARK

REEL: 002004 FRAME: 0268

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 1,173,372 dated October 13, 1981 under the trademark: COTTONIT.

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 1,173,372 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard Price
Title: Pres

Acknowledged, subscribed and sworn to
before me this 2 day of June 1997.

Michael A. Covais
Notary Public

MICHAEL A. COVAIS
Notary Public
My Commission Expires September 11, 2003

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 797,851 dated October 19, 1965 under the trademark: Alpacanit (Stylized).

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 797,851 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard Prince
Title: Pres.

Acknowledged, subscribed and sworn to
before me this 2 day of June 1997.

Michael A. Covais

Notary Public

MICHAEL A. COVAIS

Notary Public

My Commission Expires September 11, 2003

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 869,435 dated May 13, 1969 under the trademark: DESIGN (Rooster Head).

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 869,435 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard Prince
Title: Pres

Acknowledged, subscribed and sworn to before me this 2 day of June 1997.

Michael A. Covais
Notary Public

MICHAEL A. COVAIS
Notary Public
My Commission Expires September 11, 2003

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 1,236,450 dated May 3, 1983 under the trademark: DESIGN (Rooster).

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 1,236,450 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard Price

Title: Pres

Acknowledged, subscribed and sworn to
before me this 2 day of June 1997.

Michael A. Covais
Notary Public

MICHAEL A. COVAIS
Notary Public
My Commission Expires September 11, 2003

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 869,433 dated May 13, 1969 under the trademark: ROOSTER.

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 869,433 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard Price

Title: Pres.

Acknowledged, subscribed and sworn to
before me this 2 day of June 1997.

Michael A. Covais
Notary Public

MICHAEL A. COVAIS
Notary Public
My Commission Expires September 11, 2003

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 869,434 dated May 13, 1969 under the trademark: ROOSTER & DESIGN.

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 869,434 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard Grice

Title: Pres.

Acknowledged, subscribed and sworn to before me this 2 day of June 1997.

Michael A. Covais

Notary Public

MICHAEL A. COVAIS

Notary Public

My Commission Expires September 11, 2003

TRADEMARK

REEL: 002004 FRAME: 0274

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 1,046,428 dated August 17, 1976 under the trademark: ROOSTER.

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 1,046,428 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard Price

Title: Pres.

Acknowledged, subscribed and sworn to
before me this 2 day of June 1997.

Michael A. Covais
Notary Public

MICHAEL A. COVAIS
Notary Public
My Commission Expires September 11, 2003

Assignment of Trademark and Registration

State of Massachusetts

WHEREAS, Esquire Neckwear, Inc. ("Esquire"), of 304 Victory Road, Quincy, Massachusetts 02171, United States, is the assignee of, (subject to a security interest in favor of Rooster, Inc.), has used and is using a mark which is registered in the United States Patent Office, Registration No. 894,664 dated July 14, 1970 under the trademark: SCROOGE.

WHEREAS, Rooster, Inc. of 10 East 34th Street, New York, New York, is entitled to acquire said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Esquire does hereby assign, transfer and convey unto the said Rooster all rights, title and interest in and to the said mark, together with the good will of the business symbolized by the mark and the registration thereof, No. 894,664 and any State registrations thereof.

Dated: June 2, 1997

Esquire Neckwear, Inc.

By: Bernard Prince

Title: Pres

Acknowledged, subscribed and sworn to before me this 2 day of June 1997.

Michael A. Covais

Notary Public

MICHAEL A. COVAIS

Notary Public

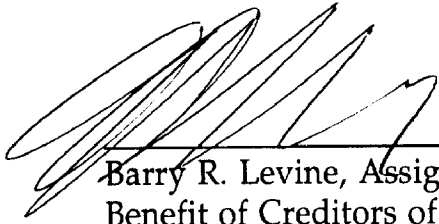
My Commission Expires September 11, 2003

TRADEMARK

REEL: 002004 FRAME: 0276

ACKNOWLEDGEMENT AND RELEASE OF INTEREST

The undersigned in his capacity of Assignee for the benefit of creditors of Esquire Neckwear, Inc. hereby acknowledges the attached Assignments of Trademark and Registration by Esquire Neckwear, Inc. of its interest in and to the trademarks described in the attached Assignments of Trademark and Registration document, and releases any interest in same, as Assignee.



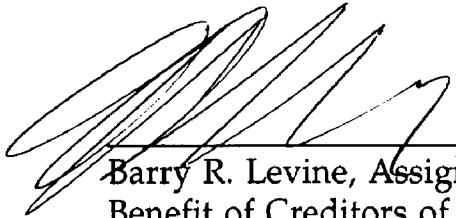
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-12

973841/Ack.Rel.Trademk.(Asgnee.)

ACKNOWLEDGEMENT AND RELEASE OF INTEREST

The undersigned in his capacity of Assignee for the benefit of creditors of Esquire Neckwear, Inc. hereby acknowledges the attached Assignments of Trademark and Registration by Esquire Neckwear, Inc. of its interest in and to the trademarks described in the attached Assignments of Trademark and Registration document, and releases any interest in same, as Assignee.



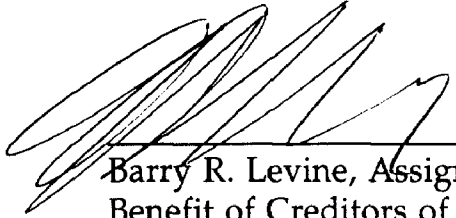
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-92

973841/Ack.Rel.Trademk.(Asgnee.)

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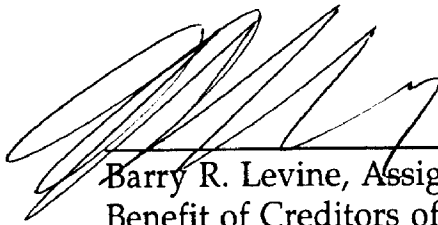
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-92

973841/Ack.Rel.Trademk.(Asgnee.)

ACKNOWLEDGEMENT AND RELEASE OF INTEREST

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ASSIGNEE

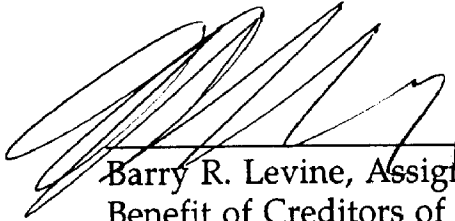
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-92

973841/Ack.Rel.Trademark.(Assignee.)

ACKNOWLEDGEMENT AND RELEASE OF INTEREST

The undersigned in his capacity of Assignee for the benefit of creditors of Esquire Neckwear, Inc. hereby acknowledges the attached Assignments of Trademark and Registration by Esquire Neckwear, Inc. of its interest in and to the trademarks described in the attached Assignments of Trademark and Registration document, and releases any interest in same, as Assignee.



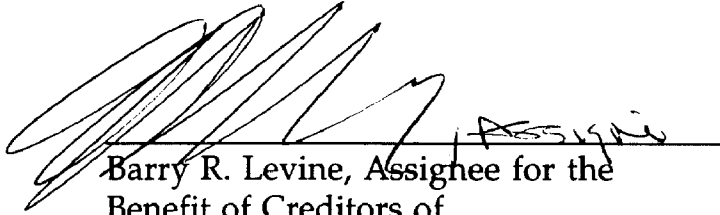
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-92

973841/Ack.Rel.Trademk.(Asgnee.)

ACKNOWLEDGEMENT AND RELEASE OF INTEREST

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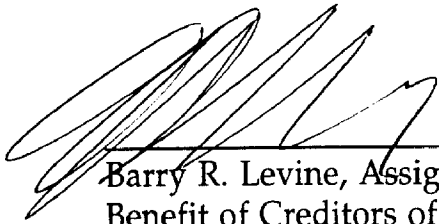

Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-22

973841/Ack.Rel.Trademk.(Asgnee.)

ACKNOWLEDGEMENT AND RELEASE OF INTEREST

The undersigned in his capacity of Assignee for the benefit of creditors of Esquire Neckwear, Inc. hereby acknowledges the attached Assignments of Trademark and Registration by Esquire Neckwear, Inc. of its interest in and to the trademarks described in the attached Assignments of Trademark and Registration document, and releases any interest in same, as Assignee.



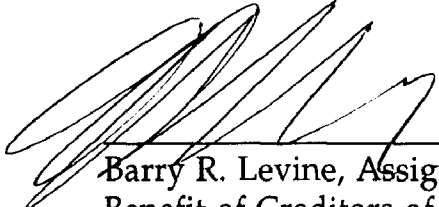
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-92

973841/Ack.Rel.Trademk.(Asgnee.)

ACKNOWLEDGEMENT AND RELEASE OF INTEREST

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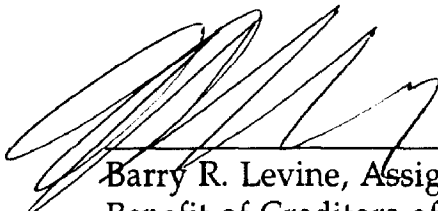
Assignee
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-92

973841/Ack.Rel.Trademk.(Asgnee.)

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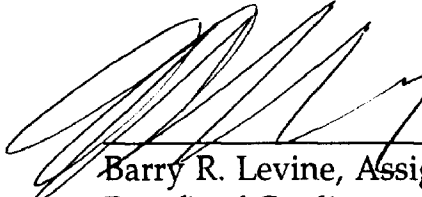
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-97

973841/Ack.Rel.Trademk.(Asgnee.)

ACKNOWLEDGEMENT AND RELEASE OF INTEREST

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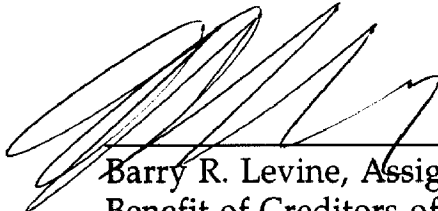
Assignee
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-97

973841/Ack.Rel.Trademk.(Asgnee.)

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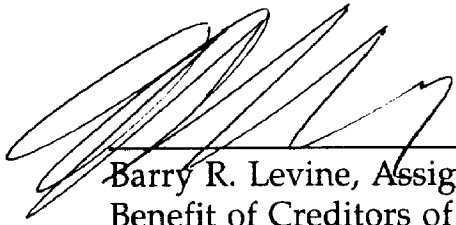
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-17

973841/Ack.Rel.Trademk.(Asgnee.)

ACKNOWLEDGEMENT AND RELEASE OF INTEREST

The undersigned in his capacity of Assignee for the benefit of creditors of Esquire Neckwear, Inc. hereby acknowledges the attached Assignments of Trademark and Registration by Esquire Neckwear, Inc. of its interest in and to the trademarks described in the attached Assignments of Trademark and Registration document, and releases any interest in same, as Assignee.



ASSIGNED

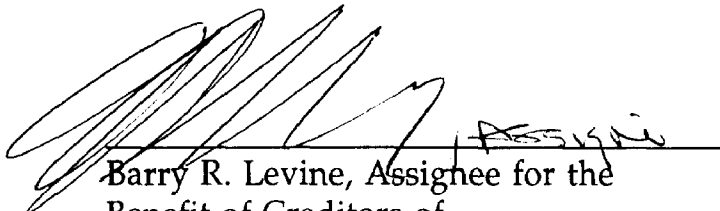
Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-92

973841/Ack.Rel.Trademk.(Asgnee.)

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Barry R. Levine, Assignee for the
Benefit of Creditors of
Esquire Neckwear, Inc.

Date: 8-4-92

973841/Ack.Rel.Trademk.(Asgnee.)