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FORM PTO-1594

BT

U.S. DEPARTMENT OF COMMERCE

1-31-92

101211861

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

1. Name of conveying Party(ies):

Name and Address of receiving Party(ies):

I.C. Isaacs & Company L.P.

:: Ambra Inc.

11-10-1999

Address:

Individual

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

General Partnership Limited Partnership

(Delaware)

Corporation-State

Other

Street Address: 645 Fifth Avenue

City: New York State: NY Zip: 10022

Individual(s) Citizenship

Association

General Partnership

Limited Partnership

Corporation-State (Delaware)

Other

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from Assignment) Yes No

Additional name(s) & address(es) attached? Yes No

Execution Date: October 22, 1999

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

B. Trademark Registration Nos.

A. Trademark Application Nos.

See Attached List of Applications/Registrations

See Attached List of Applications/Registrations

Additional sheet attached? Yes No

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

Wendy L. Addiss, Esq.
Coudert Brothers
1627 I Street, N.W.
Washington, DC 20006
Tel. 202-775-5100

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41).....\$ 640.00

Enclosed

Authorized to charge to deposit account if check deficient

Attorney Docket No. 32895-03

8. Deposit Account No.: 03-3370

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.

Michael A. Wiener

Name of Person Signing

Signature

11/10/1999

Date

11/30/1999 TTON11 00000151 1756992

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

12

01 FC:481
02 FC:482

40.00 DP
600.00 DP

**EXHIBIT A TO BILL OF SALE AND
ASSIGNMENT OF TRADEMARK ASSETS**

SCHEDULE OF TRADEMARKS

I.C. Isaacs & Company L.P.'s BOSS
U.S. Trademark Applications/Registrations

TRADEMARK	REGISTRATION NO.	CLASS OF GOODS (USPTO)	COUNTRY	STATUS
B (Stylized)	1,756,992	clothing (25)	USA	registered 3/9/93
BOSS	1,023,305	work clothes (25)	USA	registered/renewed 10/21/95
BOSS	1,933,326	golf clubs (28)	USA	registered 11/7/95
LADY BOSS	1,214,960	work clothes for women (25)	USA	registered 11/2/92
BOSS	101509	clothing (25)	California	registered
BABY BOSS	74/346,231	children's flatware (8); jewelry (14); paper goods (16); leather goods (18); clothing (25); toys/sporting goods (28)	USA	applied/suspended
BABY BOSS	74/801,565	linens (24); lace and embroidery (26)	USA	applied/NOA issued 9/7/99
BOSS	75/013,293	machines and tools (7); hand tools and instruments (8); appliances (11); vehicle parts (12); clocks (14); household utensils (21)	USA	applied/suspended

* For ease of reference the description of goods in this chart is generalized. (See registrations and applications for specific goods covered.)

U.S. Trademark Applications/Registrations

TRADEMARK	REG. NO. (APP. NO.)	GOODS* (CLASS)	COUNTRY/ STATE	STATUS
BOSS	74/323,654	golf carts and bicycles (12); jewelry (14); paper goods (16); leather goods (18); clothing (25); toys/sporting goods (28)	USA	applied/suspended
BOSS	74/074,962	mugs (21); towels (24); socks and sweatbands (25); golf bags (28)	USA	applied/NOA issued 6/15/99
BOSS	74/801,552	linens (24); lace and embroidery (26)	USA	applied/opposition dismissed
BOSS	74/075,953	clothing (25)	USA	applied/suspended
BOSS	74/326,997	clothing (25)	USA	applied/suspended
BOSS	74/263,623	skis and roller skates (28)	USA	applied/suspended
BOSS	74/269,769	toys/sporting goods (28)	USA	applied/suspended
BOSS AMERICA	74/346,232	golf carts and bicycles (12); jewelry (14); paper goods (16); leather goods (18); clothing (25); toys/sporting goods (28)	USA	applied/suspended
BOSS AMERICA	74/801,551	linens (24); lace and embroidery (26)	USA	applied/opposition dismissed

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U.S. Trademark Applications/Registrations

TRADEMARK	REG. NO. V. NO.	GOODS	COUNTRY	STATUS
BOSS BUSINESS	74/355,226	golf carts and bicycles (12); jewelry (14); paper goods (16); leather goods (18); clothing (25); toys/sporting goods (28)	USA	applied/suspended
BOSS BUSINESS	74/801,657	linens (24); hair ornaments (26)	USA	applied/opposition dismissed
BOSS GOLF	74/346,233	golf carts and bicycles (12); jewelry (14); paper goods (16); leather goods (18); clothing (25); toys/sporting goods (28)	USA	applied/suspended
BOSS GOLF	74/801,554	linens (24); lace and embroidery (26)	USA	applied/suspended
LADY BOSS	74/346,230	golf carts and bicycles (12); jewelry (14); paper goods (16); leather goods (18); clothing (25); toys/sporting goods (28)	USA	applied/suspended
LADY BOSS	74/801,550	linens (24); lace and embroidery (26)	USA	applied/NOA issued 9/7/99

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U.S. Trademark Applications/Registrations

TRADEMARK	CLASS	DESCRIPTION	COUNTRY	STATUS
LITTLE BOSS	74/346,234	children's flatware (8); jewelry (14); paper goods (16); leather goods (18); clothing (25); toys/sporting goods (28)	USA	applied/suspended
LITTLE BOSS	74/801,545	linens (24); lace and embroidery (26)	USA	applied/opposition dismissed

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BILL OF SALE AND ASSIGNMENT OF TRADEMARK ASSETS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, I.C. ISAACS & COMPANY L.P., a Delaware limited partnership ("Isaacs"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, received from AMBRA INC., a Delaware corporation ("Ambra") on this October 22, 1999, pursuant to that certain Agreement dated October 22, 1999 by and between Isaacs, I.C. Isaacs & Company, Inc., Ambra and Hugo Boss AG (the "Agreement"), does hereby assign, transfer, deliver and set over to Ambra and Ambra's successors and assigns forever, and Ambra hereby acquires from Isaacs, all of Isaacs' right, title and interest in and to all of the following assets, properties and rights of Isaacs throughout the world (the "Trademark Assets"), including, without limitation, the Brookhurst Trademark Assets, representing the BOSS Business of Isaacs operating under the BOSS marks, as set forth below, the same to be held and enjoyed by Ambra for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives forever, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment and sale set forth herein not been made:

(a) Any and all right, title and interest of Isaacs in and to the trademarks, service marks, trade names, logos, insignias, designs, copyrights (if any), and other proprietary interests therein, containing the term "BOSS" or constituting a stylized B, throughout the world, including, without limitation, all registrations and applications for registration therefor throughout the world, including those trademark registrations and applications listed on Exhibit A hereto together with the good will associated therewith, (the "Trademarks") and including all causes of action and the proceeds thereof in favor of Isaacs heretofore accrued or hereafter accruing with respect to the Trademarks; provided however, that Isaacs shall retain all causes of action and proceeds thereof, and bear all costs and expenses, including attorneys fees, with respect to the pending litigation involving Oh Trading in the Southern District of New York;

(b) All rights of Isaacs under the Worldwide Rights Acquisition Agreement, as that term is defined in the Agreement, the Uniform License Agreement between Isaacs and Brookhurst, Inc. dated November 5, 1997 and all license agreements, concurrent use agreements and other agreements listed on Schedule 2.01(b) to the Agreement and all files relating thereto which were acquired by Isaacs pursuant to the Worldwide Rights Acquisition Agreement, including, without limitation, an assignment of all copyrights, if any, that Isaacs may own as a result of the use of Property, as such term is defined in the Foreign Rights Manufacturing Agreement; and

(c) All right, title, interest in and to all files that Isaacs has within its possession or control relating to the Trademarks provided, however, that Isaacs shall not be responsible for (i) destruction of records caused by an Act of God or other "Force Majeure" event, or (ii) any immaterial non-intentional destruction of records.

From and after the date hereof, Isaacs shall, upon request and at the expense of Ambra but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers,

conveyances, assignments or assurances as may be reasonably requested by Ambra to transfer, convey and assign to Ambra possession and use of the Trademark Assets and to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

Anything contained in this Bill of Sale and Assignment of Trademark Assets to the contrary notwithstanding, this Bill of Sale and Assignment of Trademark Assets shall not constitute an agreement to assign any contract, or any claim or right or any benefit arising thereunder or resulting therefrom, if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach of or be in violation of any such contract, claim, right or benefit.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

In the event of any conflict or inconsistency between this Bill of Sale and Assignment of Trademark Assets and the Agreement, the terms of the Agreement shall prevail.

IN TESTIMONY WHEREOF, Isaacs has caused these presents to be executed.

I.C. ISAACS & COMPANY L.P.
By: I.C. Isaacs & Company, Inc., its
General Partner

By: _____


Name: Robert J. Arnot
Title: Chairman and CEO

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U.S. Trademark Applications/Registrations

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BOSS	74/074,962	mugs (21); towels (24); socks and sweatbands (25); golf bags (28)	USA	applied/NOA issued 6/15/99
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BOSS	74/269,769	toys/sporting goods (28)	USA	applied/suspended
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BOSS BUSINESS	74/801,657	linens (24); hair ornaments (26)	USA	applied/opposition dismissed
BOSS GOLF	74/346,233	golf carts and bicycles (12); jewelry (14); paper goods (16); leather goods (18); clothing (25); toys/sporting goods (28)	USA	applied/suspended
BOSS GOLF	74/801,554	linens (24); lace and embroidery (26)	USA	applied/suspended
LADY BOSS	74/346,230	golf carts and bicycles (12); jewelry (14); paper goods (16); leather goods (18); clothing (25); toys/sporting goods (28)	USA	applied/suspended
LADY BOSS	74/801,550	linens (24); lace and embroidery (26)	USA	applied/NOA issued 9/7/99

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U.S. Trademark Applications/Registrations

TRADEMARK	REGISTRATION NO.	GOODS CLASS	COUNTRY / STAGE	STATUS
LITTLE BOSS	74/346,234	children's flatware (8); jewelry (14); paper goods (16); leather goods (18); clothing (25); toys/sporting goods (28)	USA	applied/suspended
LITTLE BOSS	74/801,545	linens (24); lace and embroidery (26)	USA	applied/opposition dismissed

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