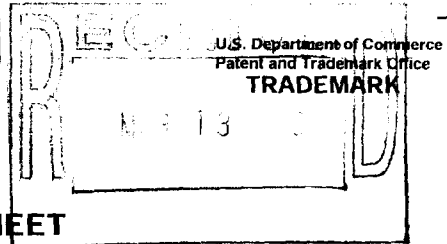


03/07/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-17-2000



RL 101321124
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
 - License
 - Security Agreement
 - Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
12 31 94

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Nahama Blouse, Inc.

12 19 94

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name Girl's Will Be Girl's, Inc.

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 9907 N.W. 79th Ave.

Address (line 2) _____

Address (line 3) Hialeah Gardens

Florida

33016

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Florida

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/14/2000 DNGUYEN 00000304 1803797

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

(40.00 OP
25.00 OP)

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002051 FRAME: 0647

04/14/2000 DNGUYEN
00000304 1803797
Name/Number: 1803797
FC: 704

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

954-563-4814

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1803797"/>	<input type="text" value="1475026"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

John H. Oltman

Name of Person Signing



Signature

03/07/00

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on December 30, 1994, effective December 31, 1994, as shown by the records of this office.

The document number of the surviving corporation is H65673.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of October, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

TRADEMARK

REEL: 002051 FRAME: 0650

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
94 DEC 30 AM 10:40

ARTICLES OF MERGER

OF

NAHAMA BLOUSE, INC.
(a Florida corporation)

AND

JMJ SPORTSWEAR, INC.
(a Tennessee corporation)

INTO

GIRL'S WILL BE GIRL'S, INC.
(a Florida corporation)

EFFECTIVE DATE
December 19, 1994

Pursuant to sections 607.1101 and 607.1107 of the Florida General Corporation Act, the undersigned corporation adopts the following Articles of Merger:

FIRST: The names of the corporations who are parties to the merger are Nahama Blouse, Inc., a Florida corporation, JMJ Sportswear, Inc., a Tennessee corporation, and Girl's Will Be Girl's, Inc., a Florida corporation. Girl's Will Be Girl's, Inc. shall be the surviving corporation.

SECOND: Nahama Blouse, Inc. is a corporation organized under the laws of the State of Florida. JMJ Sportswear, Inc. is a corporation organized under the laws of the State of Tennessee. Girl's Will Be Girl's, Inc. is a corporation organized under the laws of the State of Florida.

THIRD: The Certificate of Incorporation of Girl's Will Be Girl's, Inc., a Florida corporation shall not be affected by the merger.

FOURTH: All of the shares of stock in Nahama Blouse, Inc., a Florida corporation and JMJ Sportswear, Inc., a Tennessee corporation are owned by Girl's Will Be Girl's, Inc., a Florida corporation.

FIFTH: The Plan of Merger was approved by the Board of Directors of Nahama Blouse, Inc., a Florida corporation on December 19, 1994, and it was adopted by its sole stockholder on December 19, 1994. The Plan of Merger was approved by the Board of Directors of JMJ Sportswear, Inc., a Tennessee corporation on December 19, 1994, and was adopted by its sole stockholder on December 19, 1994. The Plan of Merger was approved by the Board

of Directors of Girl's Will Be Girl's, Inc., a Florida corporation on December 19, 1994, and was adopted by all of its stockholders on December 19, 1994.

SIXTH: All of the issued and outstanding shares of Nahama Blouse, Inc., a Florida corporation and all of the issued and outstanding shares of JMJ Sportswear, Inc., a Tennessee corporation shall be cancelled automatically without any action on the part of the holder of any shares of Nahama Blouse, Inc. or JMJ Sportswear, Inc.

SEVENTH: This Merger shall become effective December 31, 1994.

Signed this 19 day of December, 1994.

GIRL'S WILL BE GIRL'S, INC.,
a Florida corporation

BY: Mark Nahama
Mark Nahama, President

BY: Joseph M. Negrin
Joseph M. Negrin, Secretary

JMJ SPORTSWEAR, INC.,
a Tennessee corporation

BY: Mark Nahama
Mark Nahama, President

BY: Joseph M. Negrin
Joseph M. Negrin, Secretary

NAHAMA BLOUSE, INC.
a Florida corporation

BY: Mark Nahama
Mark Nahama, President

BY: Joseph M. Negrin
Joseph M. Negrin, Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 19 day of December, 1994, by Mark Nahama, President and Secretary of Girl's Will Be Girl's, Inc., Nahama Blouse, Inc. and JMJ Sportswear, Inc., on behalf of said corporations. Mark Nahama is personally known to me or produced _____ as identification and did not take an oath.

Maureen Gannon
Notary Public

My Commission Expires:

AGREEMENT AND PLAN OF MERGER
Between
NAHAMA BLOUSE, INC.
(a Florida corporation)
And
JMJ SPORTSWEAR, INC.
(a Tennessee corporation)
And
GIRL'S WILL BE GIRL'S, INC.
(a Florida corporation)

This Agreement and Plan of Merger is made and entered into as of the 31st day of December, 1994, by and among Nahama Blouse, Inc., a Florida corporation (hereinafter referred to as "NBI"), JMJ Sportswear, Inc., a Tennessee corporation (hereinafter referred to as "JMJ"), and Girl's Will Be Girl's, Inc., a Florida corporation (hereinafter referred to as "GWBG" or as the "Surviving Corporation"); NBI, JMJ and GWBG being sometimes hereinafter collectively referred to as the "Constituent Corporations").

WITNESETH:

WHEREAS, the total number of shares which NBI has authority to issue is 1,000 shares of common stock, \$1.00 par value (such stock being hereinafter referred to as "NBI Stock"), of which 250 shares are issued and outstanding; and

WHEREAS, all of the issued and outstanding shares of NBI Stock are held by GWBG; and

WHEREAS, the total number of shares which JMJ has authority to issue is 2,000 shares of common stock, \$ 1.00 par value (such stock being hereinafter referred to as "JMJ Stock"), of which 500 shares are issued and outstanding; and

WHEREAS, all of the issued and outstanding shares of JMJ Stock are held by GWBG; and

WHEREAS, the total number of shares which GWBG has authority to issue is 1,000 shares of common stock, \$1.00 par value (such stock being hereinafter referred to as "GWBG Stock"), of which 400 shares are issued and outstanding; and

WHEREAS, the board of directors of each of the Constituent Corporations deem it advisable that NBI and JMJ be merged into GWBG in a transaction intended to qualify under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and that NBI and JMJ be merged into GWBG on the terms and conditions hereinafter set forth, in accordance with the laws of

the States of Tennessee and Florida, which permit such merger;

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, NBI, JMJ and GWBG, by their respective boards of directors, have agreed, and do hereby agree, each with the other as follows:

1. NBI and JMJ shall be merged into GWBG, the Surviving Corporation.

2. The merger shall become effective pursuant to the laws of the States of Tennessee and Florida on December 31, 1994 (the "Effective Date"). At the Effective Date:

A. The three Constituent Corporations shall be a single corporation, which shall be GWBG, the Surviving Corporation, and the separate existence of NBI and JMJ shall cease;

B. GWBG shall possess all of the rights, privileges, immunities and franchises, both public and private, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of, or belonging to, or due to each of the Constituent Corporations, shall be taken and deemed to be vested in the Surviving Corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the merger;

C. GWBG shall be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger;

D. The by-laws of GWBG shall be the by-laws of the Surviving Corporation; and

E. The directors and officers of the Surviving Corporation shall be as follows:

Mark Nahama	President/Secretary/Director
Joseph Mark Negrin	Vice President/Treasurer/Director
Stanley Birken	Executive Vice President/Director
Nathan Negrin	Director

3. The Certificate of Incorporation of GWBG shall not be amended in any respect by reason of this Agreement, and said Certificate of Incorporation shall constitute the Certificate of Incorporation of the Surviving Corporation until altered, amended, restated or repealed in the manner provided by law.

4. All legal, accounting and other costs incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the parties incurring such expenses.

5. The principal office of the Surviving Corporation shall be 9907 N.W. 79th Avenue, Hiialeah Gardens, Florida 33016. The registered agent of the Surviving Corporation shall be Mark Nahama, 9907 N.W. 79th Avenue, Hiialeah Gardens, Florida 33016.

6. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any property or rights of NBI and/or JMJ, then the proper officers and directors of NBI and JMJ shall and will execute and make all such proper assignments and assurances in law and do all things necessary or proper to thus vest such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement. Without limiting the foregoing, the parties to this Agreement intend that any and all distributions of assets and other properties pursuant to this Agreement shall be completed no later than December 31, 1994.

7. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated by either of the Constituent Corporations by an appropriate resolution of its board of directors at any time, provided that the Articles of Merger shall not have been filed with the Secretary of the State of Florida and that the Articles of Merger shall not have been filed with the Secretary of State of the State of Tennessee.

8. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same instrument.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

NAHAMA BLOUSE, INC.

BY: *Mark Nahama*
Mark Nahama, President

Joseph M. Negrin
Joseph M. NEGRIN Secretary

JMJ SPORTSWEAR, INC.

BY: *Mark Nahama*
Mark Nahama, President

Joseph M. Negrin
Joseph M. Negrin Secretary

GIRL'S WILL BE GIRL'S, INC.

BY: *Mark Nahama*
Mark Nahama, President

Joseph M. Negrin
Joseph M. Negrin Secretary