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06-21-2000

05-22-2000



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U.S. Patent & TMO/TM Mail Rpt Dt. #11

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d original documents or copy thereof.

1. Name of conveying party(ies):

SKECHERS U.S.A., INC.
228 Manhattan Beach Blvd., Suite 200
Manhattan Beach, CA 90266

- Individual(s) Association
- General Partnership Limited Partnership
- Delaware Corporation
- 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: March 27, 2000

MKD
5.22.00

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

Name: STAGE II APPAREL CORPORATION

Street Address: 1385 Broadway Street,

City: New York State: NY Zip: 10018

Country: U.S.A.

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- New York Corporation
- 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 registration number(s): Reg. No.:, Reg. Date:

A. Trademark Application No.(s)

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: KLEINBERG & LERNER, LLP

Internal Address:

Street Address: 2049 Century Park East, #1080

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41):.....\$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Charge any excess or credit any refund to deposit account number:

01-2224

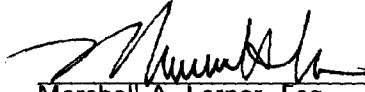
(Attach duplicate copy of this page if paying by deposit account)

06/20/2000 DNGUYEN 00000248 74228099

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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.



Marshall A. Lerner, Esq.

Date 5-17-2000

Total number of pages comprising cover sheet:

2

EXHIBIT NO. 1

U.S. TRADEMARKS

DKT. NO.	COUNTRY/ TRADEMARK	APPLICATION NO./FILING DATE; REGISTRATION NO./REG. DATE	STATUS
8088	U.S.A. CROSS COLOURS	<u>Serial No.:</u> 74/228,099 <u>Filing Date:</u> 12/9/91 <u>REGISTRATION NO.:</u> 1,748,604 <u>REG. DATE:</u> 1/26/93	<u>REGISTRATION NEXT RENEWAL DATE:</u> 1/26/2003 REGISTRANT: SKECHERS U.S.A., INC.
8086	U.S.A. CROSS COLOURS & Design	<u>Serial No.:</u> 74/309,143 <u>Filing Date:</u> 8/31/92 <u>REGISTRATION NO.:</u> 1,741,420 <u>REG. DATE:</u> 12/2/92	<u>REGISTRATION NEXT RENEWAL DATE:</u> 12/22/2002 REGISTRANT: SKECHERS U.S.A., INC.
8087	U.S.A. CC & Design	<u>Serial No.:</u> 74/243,239 <u>Filing Date:</u> 2/4/92 <u>REGISTRATION NO.:</u> 1,762,996 <u>REG. DATE:</u> 4/6/93	<u>REGISTRATION NEXT RENEWAL DATE:</u> 4/6/2003 REGISTRANT: SKECHERS U.S.A., INC.

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, SKECHERS U.S.A., INC., a Delaware Corporation, located at 228 Manhattan Beach Blvd., Suite 200, Manhattan Beach, CA 90266 U.S.A., hereinafter referred to as ASSIGNOR, has adopted, used, is using and is the owner of the following trademarks and registrations and applications thereof, identified herein in Exhibit No. 1, hereinafter referred to as the Marks; and

WHEREAS, STAGE II APPAREL CORPORATION, a New York Corporation, located at 1385 Broadway Street, New York, N.Y. 10018 U.S.A., hereinafter referred to as ASSIGNEE, is desirous of acquiring all right, title and interest in and to the Marks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all worldwide right, title and interest in and to said Marks, together with the goodwill of the business symbolized by said Marks and the registrations and applications thereof.

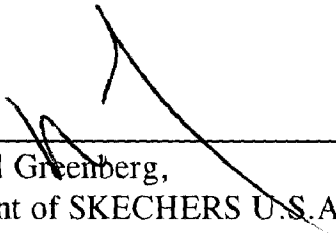
ASSIGNOR hereby further assigns to ASSIGNEE (a) all damages and other proceeds hereafter recovered or received in any infringement suit, settlement or other proceeding related to the Marks, (b) the right to sue for past, present and future infringements of the Marks, and (c) all other rights corresponding to the Marks and any existing or future applications and registrations related to the Marks throughout the world.

ASSIGNOR further warrants that upon request of ASSIGNEE, it shall execute all documents, instruments and papers, make all rightful oaths, testify on behalf of ASSIGNEE and do all other lawful acts necessary to carry out the intent of this Assignment or to more fully evidence ASSIGNEE'S rights in the Marks as well as to provide such other material, information and assistance as ASSIGNEE may consider necessary to carry out the intent of this Assignment.

The assignment is binding upon the parties, their successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on _____

3/27/00


Michael Greenberg,
President of SKECHERS U.S.A., INC.,
a Delaware Corporation