

10-3-00

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

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

10-19-2000



101491386

ON FORM COVER SHEET MARKS ONLY

TO: The

Patent and Trademark Office: 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
Effective Date
Month Day Year ☐ Change of Name☐ Other **Conveying Party**☐ Mark if additional names of conveying parties attachedExecution Date
Month Day YearName Formerly

75549744

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization **Receiving Party**☐ Mark if additional names of receiving parties attachedName 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 Assignment.)

FOR OFFICE USE ONLY

10/17/2000 MTHA11 00000111 75549744

01 FC:481
02 FC:48240.00 OP
850.00 OP

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

TRADEMARK
REEL: 002157 FRAME: 0183

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

(310) 553-3000

Name

Roger H. Howard, Esq.

Address (line 1)

Christensen Miller Fink Jacobs Glaser Weil & Shapiro, LLP

Address (line 2)

2121 Avenue of the Stars

Address (line 3)

18th Floor

Address (line 4)

Los Angeles, California 90067-5010

Pages

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

#

8

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)

75549744

74518344

75424615

2264416

1718302

1971452

75549743

74518345

75424895

2249213

0826929

2224353

74601257

1971633

2028282

2182233

Number of Properties

Enter the total number of properties involved.

#

35

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

890.00

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

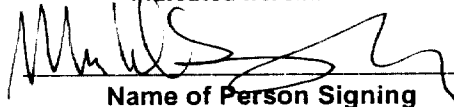
☐

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.



Name of Person Signing

Michael Seyhun

Signature

9/26/2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

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

☐

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.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

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)

2153880	2010633	1792705
1919865	2006746	1319457
1929319	0919814	1516455
1863762	0896552	1761455
2029436	1971989	1783499
1927394	1868419	
1937992	2034291	

ASSIGNMENT

This Assignment is made as of this 25th day of March, 1999, by and between HFI, INC., a Delaware corporation ("Assignor"), and Integrated Marketing Solutions Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to a Purchase and Sale Agreement made as of even date herewith (the "Agreement"; capitalized terms used herein without definition are used as defined in the Agreement), Assignor conveys to Assignee certain assets, including but not limited to all of Assignor's right, title and interest in, to and under the marks listed on Schedule I hereto (the "Marks");

WHEREAS, Assignor and Assignee desire to enter into this Assignment to reflect of record the acquisition by Assignee of all right, title and interest of Assignor in, to and under the Marks and the goodwill with which they are associated and which is symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor does hereby sell, assign, transfer and deliver to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Marks throughout the world, any and all registrations thereof, any and all applications for registration thereof to the extent transferable under applicable law, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

From time to time after the date hereof, upon the reasonable request of Assignee, Assignor shall, and shall cause each of its affiliates to, execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment and transfer and take such further action as Assignee may reasonably request in order

more effectively to sell, assign, convey, transfer, reduce to possession and record title to the Marks. Assignor agrees to cooperate with Assignee in all reasonable respects to assure to Assignee the continued title to and possession of the Marks in the condition and manner contemplated by this Assignment and by the Agreement.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

Signed as a sealed instrument.

HFI, INC.

By: _____

Name: _____

Title: _____

Dated as of: March __, 1999

Accepted and agreed:

INTEGRATED APPAREL SOLUTIONS INC.

By: _____

Name: Jeffrey Moss

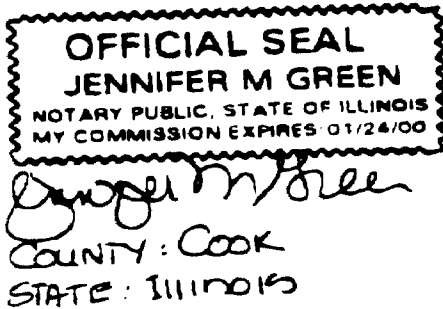
Title: President

Dated as of: March __, 1999

Corporate seal of HFI, Inc.:

Signed as a sealed instrument.

HFI, INC.



By: *Michael Kovatch*
Name: Michael Kovatch
Title: President
Dated as of: March __, 1999

Accepted and agreed:

By: _____
Name: _____
Title: _____
Dated as of: March __, 1999

Corporate seal of HFI, Inc.:

Trademark Registrations in the United States Patent and Trademark Office

Trademark	Date of Registration	Registration Number
Counter Classics	3/30/93	1,761,455
Counter Fit	4/30/96	1,971,633
Counterparts	4/8/80	1,132,754
Counter-Part	4/4/67 (renewed 11/3/87)	826,929
Counter Stretch	9/22/92	1,718,302
Counter Stretch by Counterparts (and design)	9/14/93	1,792,705
Flip Clip	1/7/97	2,028,282
Instant Fit	4/30/96	1,971,452
Part One	7/20/93	1,783,499
Particulars by Counterparts	2/16/99	2,224,353
Performa Gab	8/18/98	2,182,233
Union Square	4/28/98	2,153,880

Schedule I - 1

Trademark Registrations in the United States Patent and Trademark Office (continued)

Trademark	Date of Registration	Registration Number
Adventure in Paradise	11/28/95	1,919,865
Cargo Passport	10/24/96	1,929,319
Greenstreet	11/22/94	1,863,762
Maxine Brookes	1/14/97	2,029,436
National Classics Clothing	10/17/95	1,927,394
New Crop	11/28/95	1,937,922
Orbit (and design)	8/11/70 (renewed 12/11/90)	896,552
Orbit	9/7/71 (renewed 9/7/91)	919,814
Orbit Naturals	10/22/96	2,010,633
Orbit Naturals For the Futures	10/8/96	2,006,746
Personal Effects	4/30/96	1,971,989
Season Ticket	12/20/94	1,868,419
Solei	12/13/88	1,516,455
The Season Ticket (and Design)	2/12/85	1,319,457
Twist Top	1/28/97	2,034,291

Trademark Registration in Canada

Trademark	Registration Number
Counterparts	TMA472,881

Schedule I - 2

Trademark Applications in the United States Patent and Trademark Office

Trademark	Status	Serial Number
Contour Fit by Counterparts	Active-Pending; Section 1B/Intent to Use Application	75/424,895
Counter Casuals	Active - Pending; Section 1B/Intent to Use Application	75/549,744
Counter Knits by Counterparts	Active-Pending; Section 1A/Use Based Application	75/424,617
Counter Sport	Active - Pending; Section 1B/Intent to Use Application	75/424,615
Counterparts Sport	Active - Pending; Section 1B/ Intent to Use Application	75/549,743

Schedule I - 3

United States Common Law Trademarks
(other than Registrations and Applications
listed on pages 1-3 of this Schedule I)

Trademark	Serial/Registration Number
Five Palms	74/601.257
Happy Planet	74/518.345
Series One	74/518.344
Counter Cottons	75/424.891
Counter Knits by Counterparts (and design)	75/424.617

Canadian Common Law Trademarks
(other than the Registration in Canada
listed on page 2 of this Schedule I)

Trademark	Application Number
Counterstretch	0702,713

LAW OFFICES
CHRISTENSEN, MILLER, FINK, JACOBS, GLASER, WEIL & SHAPIRO, LLP
2121 AVENUE OF THE STARS
EIGHTEENTH FLOOR
LOS ANGELES, CALIFORNIA 90067-5010
(310) 553-3000
FAX (310) 556-2920

DIRECT DIAL NUMBER
(310) 556-7866

EMAIL: JZEDECK@CHRISMILL.COM

October 2, 2000

VIA U.S. EXPRESS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D. C. 20231

Re: RECORDATION FORM COVER SHEET

Dear Sir:

Enclosed please find the TRADEMARKS Recordation Form Cover Sheet for a new Assignment, the Assignment from HFI, Inc. to Integrated Apparel Solutions, Inc., and a check in the amount of \$890.00 for the following marks subject to Assignment:

<u>Mark</u>	<u>Registration No. (or Serial No.)</u>
Adventure in Paradise	1919865
Cargo Passport	1929319
Contour Fit by Counterparts	(75-424895)
Counter Casuals	(75-549744)
Counter Classics	1761455
Counter Cottons	2264416
Counter Fit	1971633
Counter Knits by Counterparts	2249213
Counter Sport	(75-424615)
Counter Stretch	1718302
Counter Stretch by Counterparts	1792705
Counter-Part	0826929
Counterparts Sport	(75-549743)
Five Palms	(74-601257)
Flip Clip	2028282
Greenstreet	1863762
Happy Planet	(74-518345)
Instant Fit	1971452
Maxine Brookes	2029436
National Classics Clothing	1927394

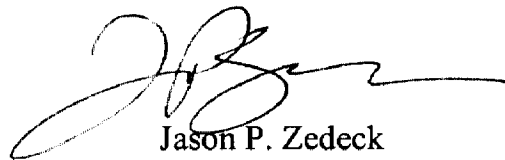
187449.1

TRADEMARK
REEL: 002157 FRAME: 0194

New Crop	1937992
Orbit	0896552
Orbit	0919814
Orbit Naturals	2010633
Orbit Naturals for the Future	2006746
Part One	1783499
Particulars by Counterparts	2224353
Performa Gab	2182233
Personal Effects	1971989
Season Ticket	1868419
Series One	(74-518344)
Solei	1516455
The Season Ticket	1319457
Twist Top	2034291
Union Square	2153880

Please record this Assignment of trademarks and return the enclosed postcard at your convenience.

Very truly yours,



Jason P. Zedeck
for CHRISTENSEN, MILLER, FINK, JACOBS
GLASER, WEIL & SHAPIRO, LLP

JPZ:jls
Enclosures