

RE

11-14-2000

Docket No.:

TI



101515466

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

1. Name of conveying party(ies):
 Harvest Wear, Inc., a California corporation
 Needletex, Inc., a California corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____
 Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Jane Doe International, LLC
 Internal Address: _____
 Street Address: 3151 East Washington Blvd.
 City: Los Angeles State: CA ZIP: 90023
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability company, Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: July 7, 2000
effective April 12, 2000

4. Application number(s) or registration numbers(s):
 A. Trademark Application No.(s)
75/435786
75/862813
75/593846
 B. Trademark Registration No.(s)
~~23003486~~
2303486
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kathyleen A. O'Brien
 Internal Address: SHEPPARD, MULLIN, RICHTER & HAMPTON
 Street Address: 333 South Hope Street
48th Floor
 City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 4
 7. Total fee (37 CFR 3.41): \$ 100.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
19-1853

07-12-2000
 U.S. Patent & TMO/TM Mail Rcpt. Dt. #40

08/24/2000 MTH021 00000008 191853 75435786
 01 FC:481 40.00 CH
 02 FC:482 75.00 CH

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.
Kathyleen A. O'Brien
 Name of Person Signing Kathyleen A. O'Brien Signature 7/12/00 Date

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

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of April 12, 2000, by and between Harvest Wear, Inc., a California corporation and Needletex, Inc., a California corporation, on the one hand ("Assignors"), and Jane Doe International, LLC, a Delaware limited liability company formerly known as Needletex, LLC, on the other hand ("Assignee").

WHEREAS, Assignors are the owners of (i) the trademarks "The Big Stitch," "John Doe," "Jane Doe", "Jane and John Doe", and "Just Jane", together with (a) any derivative or variation thereof that might create the impression to the reasonable consumer that the products thus marked are manufactured or distributed by, or otherwise associated with, a single business enterprise and (b) any applications, registrations, filings, renewals and extensions relating thereto including, without limitation, those listed on Exhibit "A" hereto (collectively, the "Marks"), and (ii) the goodwill associated therewith (the "Goodwill"); and

WHEREAS, Assignors desire to convey, transfer, assign, deliver, and contribute to Assignee all of their rights, title, and interest in and to the Marks and the Goodwill.

NOW, THEREFORE, Assignors and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration (including, without limitation, the consummation of the transactions contemplated by that certain Agreement for Purchase of Assets dated as of April 12, 2000 among Assignors, Mapa Trading, Ltd., a Hong Kong corporation, Patrick Bensimon and Assignee (the "Agreement")), acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors, and each of them, hereby convey, transfer, assign, deliver, and contribute to Assignee all of Assignors' rights, title, and interest in and to the Marks, together with (i) the Goodwill, (ii) all income, royalties, and damages hereafter due or payable to Assignors, or any of them, with respect to the Marks, or any of them, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks, or any of them, and (iii) all rights to sue for past, present, and future infringements or misappropriations of the Marks, or any of them.

2. Assignors further convey, transfer, assign, deliver, and contribute to Assignee all rights in the trade dress, labels, and designs associated with the Marks.

3. Assignors further covenant that they will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

Assignors acknowledge that neither the execution and delivery of this Assignment by Assignors, or either of them, nor the acceptance thereof by Assignee shall be (or be deemed to

b) a waiver or discharge of any representation, warranty, covenant or agreement of Assignors, or either of them, or Assignee in or under the Agreement, which representations, warranties, covenants and agreements are incorporated herein by reference; nor shall such execution and delivery, or such acceptance, be deemed a modification of the Agreement in any respect.

IN WITNESS WHEREOF, Assignors have duly executed and delivered this Assignment to Assignee as of the day and year first above written.

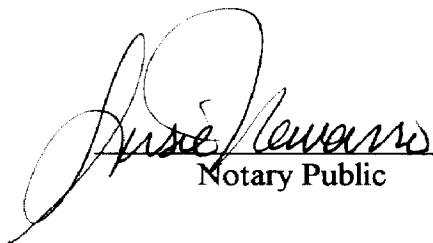
HARVEST WEAR, INC., a California corporation

By  _____
PATRICK BENSIMON, President

STATE OF California)
COUNTY OF Los Angeles) SS:

On this 7th day of July, 2000, before me personally appeared Patrick Bensimon who acknowledged himself to be the President of Harvest Wear, Inc, and that he, as such President, being authorized to do so, executed this instrument on behalf of such corporation. IN WITNESS WHEREOF, I hereunto set my hand and official seal.



 _____
Notary Public

(Affix stamp)

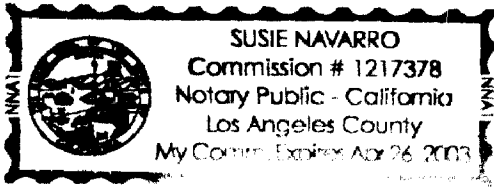
NEEDLETEX, INC., a California corporation

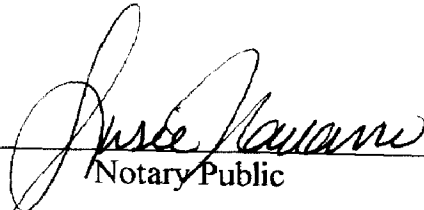
By 
PATRICK BENSIMON, President

STATE OF California)
)
COUNTY OF Los Angeles)

SS:

On this 7th day of July, 2000, before me personally appeared Patrick Bensimon who acknowledged himself to be the President of NeedleTex, Inc, and that he, as such President, being authorized to do so, executed this instrument on behalf of such corporation. IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public

(Affix stamp)

U.S. Trademarks - Harvest Wear, Inc.

REF. NO.	APPLICANT	MARK	APPLICATION DATE/	TYPE OF APPLICATION	COUNTRY	CLASSES	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE
1	Harvest Wear, Inc.	JANE DOE	02/17/1998	Actual use	USA	25	75/435786		02/17/98
2	Harvest Wear, Inc.	JANE DOE	12/02/1999	Intent to use	USA	3, 14, 18, 24	75/862,813	None	12/02/97
3	Harvest Wear, Inc.	JOHN DOE	02/17/1998	Actual use	USA	25	75/435787	2303486	02/17/98
4	Harvest Wear, Inc.	JUST JANE	11/23/1998	Intent to use	USA	18, 25	75/593846	Notice of allowance 2/1/00	11/23/98

TOTALS:

4 existing Harvest Wear, Inc. trademark records.

Non-U.S. Trademarks - Needletex, Inc.

REF. NO.	APPLICANT	MARK	APPLICATION NUMBER	COUNTRY	CLASSES OF GOODS, SERVICES	REGISTRATION NUMBER	REGISTRATION DATE	DATE FILED
1	Needletex	JANE DOE	0952179	BENELUX	25			12/08/99
2	Needletex	JANE DOE	822361787	BRAZIL	25			01/13/00
3	Needletex	JANE DOE	1011228/TTU	CANADA	25, 3, 14, 18			04/01/99
4	Needletex	JANE DOE	9900155491	CHINA	25			12/22/99
5	Needletex	JANE DOE	VA199905120	DENMARK	25			12/10/99
6	Needletex	JANE DOE	99/771.098	FRANCE	24, 25, 26			01/26/99
7	Needletex	JANE DOE	39921096.2/25	GERMANY	25	39921096.2/25		04/13/99
8	Needletex	JANE DOE	142.748	GREECE	25			12/28/99
9	Needletex	JANE DOE	18211/99	HONG KONG	25			12/09/99
10	Needletex	JANE DOE	132995	ISRAEL	25			12/9/99
11	Needletex	JANE DOE	RM99C001964	ITALY	25			04/20/99
12	Needletex	JANE DOE	11-27879	JAPAN	25			03/30/99
13	Needletex	JANE DOE	4-2000-002147	KOREA	25			01/18/00
14	Needletex	JANE DOE	405.056	MEXICO	25			01/03/00
15	Needletex	JANE DOE	341.919	PORTUGAL	25			12/14/99

<u>REF. NO.</u>	<u>APPLICANT</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY</u>	<u>CLASSES OF GOODS, SERVICES</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>DATE FILED</u>
16	Needletex	JANE DOE	2278063	SPAIN	25			12/17/99
17	Needletex	JANE DOE	99-09331	SWEDEN	25			12/17/99
18	Needletex	JANE DOE	88062145	TAIWAN	25			12/10/99
19	Needletex	JANE DOE	410450	THAILAND	25			02/02/00
20	Needletex	JANE DOE	2000/380	TURKEY	25			1/12/00
22	Needletex	JUST JANE	2221984	UNITED KINGDOM	25			02/11/00
24	Needletex	THE BIG STITCH	75/888458	USA	25	None	None	1/5/00

TOTALS:

24 existing Needletex, Inc. trademark records