



To the Honorable Commissione



se record the attach

101680336

1. Name of conveying part:

Boxer Holdings, Inc.

04-03-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #61

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership
- California

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

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

Name: Joe Boxer Company, LLC

Address: 1599 Post Road East
Westport, Connecticut 06880

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

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) & addresses attached? Yes No

3. Nature of conveyance:

4-3-01

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 28, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s).

1,777,238 and 41 others

Additional Numbers attached? Yes No

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

Name: Patrick Boisson

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:.....42

7. Total fee (37 CFR 3.41) \$ 1,065

- Enclosed
 - Authorized to be charged to deposit account
- (Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

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

DO NOT USE THIS SPACE

1065E

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.

Lawrence E. Apolzon
Name of Person Signing

Signature

4/3/01

Date

Total number of pages comprising cover sheet:

Boxer Holdings, Inc.
U.S.A. - Pending Applications and Registrations

Mark	App. No. Filing Date	Reg. No. Reg. Date
ALMOST BASIC	74/095699 09/10/1990	1777238 06/15/1993
CHANGE DAILY	75/621951 01/15/1999	
CLEAN FRESH UNDER WEAR	75/235062 02/03/1997	2289670 10/26/1999
FAMILY DINER	74/583032 10/06/1994	2016193 11/12/1996
GIRLFRIEND BY JOE BOXER	75/444815 03/05/1998	
HYSTERICAL FABRICS FOR FABULOUS PEOPLE	74/220581 11/12/1991	1703362 07/28/1992
JOE BOXER	73/562051 10/07/1985	1399568 07/01/1986
JOE BOXER	76/053420 05/23/2000	
JOE BOXER	75/673408 04/01/1999	
JOE BOXER	75/673039 04/01/1999	2418337 01/02/2001
JOE BOXER	75/504741 06/18/1998	2419648 01/09/2001
JOE BOXER	75/370960 10/09/1997	
JOE BOXER	74/652798 03/29/1995	2060335 05/13/1997
JOE BOXER	75/696137 05/03/1999	
JOE BOXER	74/553989 07/26/1994	1984619 07/02/1996
JOE BOXER	74/219186 11/05/1991	1801580 10/26/1993
JOE BOXER	75/188888 10/28/1996	2151915 04/21/1998

Mark	App. No. Filing Date	Reg. No. Reg. Date
JOE BOXER	75/868196 12/08/1999	
JOE BOXER & Bread Wrapper Design	75/742660 06/30/1999	
JOE BOXER & Design	73/815854 07/31/1989	1585824 03/06/1990
JOE BOXER and Licky Logo Design	75/023678 11/22/1995	2038467 02/18/1997
JOE BOXER BOY	74/214623 10/21/1991	1839984 06/14/1994
JOE BOXER GIRLFRIEND	74/168636 05/21/1991	1798747 10/12/1993
JOE BOXER GIRLFRIEND	75/225963 01/15/1997	2170389 06/30/1998
JOE BOXER GIRLFRIEND	75/804318 09/21/1999	
JOE TO GO	75/696136 05/03/1999	
JUST GO TO SLEEP!	74/129887 01/14/1991	1705098 08/04/1992
Licky Logo	75/021762 11/17/1995	2028591 01/07/1997
Licky Logo	75/021719 11/17/1995	2041783 03/04/1997
Licky Logo	75/504735 06/18/1998	
Licky Logo	75/683874 04/15/1999	
Licky Logo	75/868195 12/08/1999	
MADE IN THE U.S.EH?	74/129895 01/14/1991	1765944 04/20/1993
REPUBLIC OF JOE	75/696138 05/03/1999	
S6X	75/251009 03/01/1997	2206494 12/01/1998

Mark	App. No. Filing Date	Reg. No. Reg. Date
Slurp Icon	75/618267 01/08/1999	2335182 03/28/2000
THE BRAND IS THE AMUSEMENT PARK. THE PRODUCT IS THE SOUVENIR.	75/355919 09/10/1997	2322802 02/29/2000
UN	74/636032 02/17/1995	1988147 07/23/1996
UNDER (EXPOSED)	74/460350 11/10/1993	1929053 10/24/1995
VERBAL LINGERIE	74/225975 11/27/1991	1775928 06/08/1993
WILD ELEPHANT	74/186772 07/19/1991	1786183 08/03/1993
WITH UNDERWEAR LIKE THIS WHO NEEDS PANTS	74/419384 07/27/1993	1869686 12/27/1994

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BOXER HOLDINGS, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "JOE BOXER COMPANY, LLC" UNDER THE NAME OF "JOE BOXER COMPANY, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2001, AT 7:15 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1051629

DATE: 03-29-01

3352720 8100M

010153699

TRADEMARK
REEL: 002274 FRAME: 0101



04-03-2001

U.S. Patent & TMO/c/TM Mail Ropt Dt. #61

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 07:15 PM 03/28/2001
010153699 - 3352720

**CERTIFICATE OF MERGER
OF
BOXER HOLDINGS, INC.
AND
JOE BOXER COMPANY, LLC**

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act, the undersigned surviving limited liability company submits the following Certificate of Merger for filing and certifies that:

FIRST: The name and jurisdiction of formation or organization of the limited liability company and the other business entity which is to merge are:

<u>Name</u>	<u>Jurisdiction</u>
Boxer Holdings, Inc.	California
Joe Boxer Company, LLC	Delaware

SECOND: An agreement of merger has been approved and executed by the domestic limited liability company and the other business entity which is to merge.

THIRD: The name of the surviving limited liability company is: Joe Boxer Company, LLC.


FOURTH: The agreement of merger is on file at the place of business of the surviving limited liability company which is located at:

Joe Boxer Company, LLC
c/o Allegiance Apparel Group, Inc.
1599 Post Road East
Westport, Connecticut 06880

FIFTH: A copy of the agreement of merger will be furnished by the surviving limited liability company on request (and without cost) to any member of the surviving limited liability company and any person holding an interest in the other business entity which is to merge.

28th **IN WITNESS WHEREOF**, this Certificate of Merger has been duly executed as of the day of March, 2001 and is being filed in accordance with Section 18-209 of the Delaware Limited Liability Company Act by an authorized person of the surviving limited liability company in the merger.

JOE BOXER COMPANY, LLC

By: 

William Sweedler
Manager

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 11 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 29 2001

Bill Jones

Secretary of State



**AGREEMENT OF MERGER
AMONG
JOE BOXER CORPORATION,
BOXER HOLDINGS, INC.
AND
JOE BOXER COMPANY, LLC**

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

MAR 28 2001

BILL JONES, Secretary of State

This AGREEMENT OF MERGER (this "Agreement of Merger") is dated as of March 5, 2001 and is by and among Joe Boxer Corporation, a California corporation ("JBC"), Boxer Holdings, Inc., a California corporation (the "Corporation"), and Joe Boxer Company, LLC, a Delaware limited liability company (the "LLC").

RECITALS

A. The Corporation was incorporated in the State of California on January 23, 1998. As of the date hereof, the Corporation has 1,000 shares of common stock (the "Common Stock") issued and outstanding.

B. The LLC was formed under the laws of the State of Delaware on February 5, 2001.

C. The Corporation, the LLC and JBC have entered into an Agreement and Plan of Reorganization, dated as of March 5, 2001 (the "Reorganization Agreement"), providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby.

D. The Board of Directors of the Corporation and the Managers of the LLC deem it in their mutual best interest and in the best interests of the shareholders and members of each, respectively, that the Corporation be acquired by the LLC through a merger (the "Merger") of the Corporation with and into the LLC, as a result of which the separate existence of the Corporation shall cease, and the LLC shall be the surviving entity (herein sometimes called the "Surviving Company") and shall continue its existence under the laws of the State of Delaware.

E. The Board of Directors of the Corporation and the Managers of the LLC and their shareholder and members, respectively, have approved the Merger.

ARTICLE I

THE MERGER AND RELATED MATTERS

1.1 **The Merger.** At the Effective Time, the Corporation will merge with and into the LLC, the separate existence of the Corporation shall cease and the LLC, as the Surviving Company (i) shall continue to possess all of the LLC's assets, rights, powers and property (real, personal and mixed) as constituted immediately prior to the Effective Time, (ii) shall be subject to all actions previously taken by its Members, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property (real, personal and mixed) of the Corporation in the manner more fully set forth in Section 18-209 of the Delaware Limited Liability Company Act (the "Act") and (iv) shall succeed, without other transfer, to all of the debts, liabilities and

obligations of the Corporation in the same manner as if the LLC had itself incurred them, as more fully provided under the applicable provisions of the Act.

1.2 Manner of Conversion of Stock.

(a) At the Effective Time, the outstanding shares of Common Stock, no par value (the "Common Stock"), of the Corporation issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Corporation, the holder of such shares or any other person, be cancelled, extinguished and converted into the right to receive, in the aggregate, cash in the amount of \$12 million (the "Cash Consideration") and a \$3,500,000 promissory note (the "Note") payable to JBC, the sole stockholder of the Corporation.

(b) All shares of capital stock of the Corporation that are owned as treasury shares by the Corporation shall be cancelled and no interest in the LLC or other consideration shall be delivered in exchange therefor.

(c) Each issued and outstanding common share of the LLC shall continue to be issued and outstanding and shall constitute one validly issued, fully paid and non-assessable common share of the Surviving Company.

1.3 **Cooperation; Best Efforts.** Each of the parties will use its respective best efforts to consummate the transactions contemplated by this Agreement and will cooperate in any action necessary or advisable to facilitate such consummation including, without limitation, making all filings required in order to comply with law and providing any information required in connection therewith.

1.4 **Name.** In accordance with the Reorganization Agreement, the name of the Surviving Company shall be "Joe Boxer Company, LLC."

1.5 **Organizational Documents.** The Certificate of Formation of the Surviving Company from and after the Effective Time shall be the Certificate of Formation of the LLC as in effect immediately prior to the Effective Time, continuing until thereafter amended in accordance with the provisions therein and as provided by the applicable provisions of the Delaware Limited Liability Company Act (the "DLLCA"). The Limited Liability Company Agreement of the Surviving Company from and after the Effective Time shall be the Limited Liability Company Agreement of the LLC as in effect immediately prior to the Effective Time, continuing until thereafter amended in accordance with their terms and the Certificate of Formation of the Surviving Company and as provided by the DLCCA.

1.6 **Management.** The managers of the Surviving Company shall be the managers of the LLC immediately prior to the Effective Time, in each case until their successors are elected and qualified, and the officers of the Surviving Company shall be the officers of the LLC immediately prior to the Effective Time, in each case until their successors are duly elected and qualified.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 **Corporation Representations and Warranties.** The Corporation represents and warrants to, and covenants with, the LLC that the execution, delivery and performance of this Agreement and the Merger Certificates have been duly and validly authorized and approved by the board of directors and the sole shareholder of the Corporation.

2.2 **LLC Representations and Warranties.** The LLC represents and warrants to, and covenants with, the Corporation that the execution, delivery and performance of this Agreement and the Merger Certificates have been duly and validly authorized and approved by the managers of the LLC, and that the approval of the members is not required pursuant to terms of the Limited Liability Company Agreement of the LLC.

ARTICLE III

GENERAL

3.1 **Amendments.** Subject to applicable law, this Agreement of Merger may be amended, whether before or after the relevant approvals of the sole shareholder of the Corporation or the members of the LLC, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders or members without obtaining such approval. This Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.2 **Termination.** Notwithstanding the approval of this Agreement of Merger by the sole shareholder of the Corporation and the members of the LLC, this Agreement of Merger may be terminated at any time before it becomes effective by mutual agreement of the Board of Directors of the Corporation and the Managers of the LLC.

3.3 **No Assignment.** This Agreement may not be assigned by the parties hereto, by operation of law or otherwise.

3.4 **Headings.** The headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

3.5 **Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties hereto.

3.6 **Entire Agreement.** The parties hereto intend this Agreement of Merger and the Reorganization Agreement to be construed together in order to effectuate their purpose.

3.7 **Copies Provided.** The Reorganization Agreement is on file at the principal place of business of the Surviving Company, which is located at:

Joe Boxer Company, LLC
c/o Allegiance Apparel Group, Inc.
1599 Post Road East
Westport, Connecticut 06880

A copy of the Reorganization Agreement will be furnished by the Surviving Company on request (and without cost) to any member of the Surviving Company and any person holding an interest in the Corporation.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers and managers thereunto duly authorized, all as of the date set forth above.

JOE BOXER COMPANY, LLC

By: _____
Name: William Sweedler
Its: Manager

BOXER HOLDINGS, INC.

By: W. John Short
Name: W. John Short
Its: Chief Executive Officer and President

By: _____
Name: Alan Schnapper
Its: Chief Financial Officer and Secretary

JOE BOXER CORPORATION

By: W. John Short
Name: W. John Short
Its: Chief Executive Officer and President

By: _____
Name: Alan Schnapper
Its: Chief Financial Officer and Secretary

[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers and managers thereunto duly authorized, all as of the date set forth above.

JOE BOXER COMPANY, LLC

By: _____
Name: William Sweedler
Its: Manager


BOXER HOLDINGS, INC.

By: _____
Name: W. John Short
Its: Chief Executive Officer and President

By:  _____
Name: Alan Schnapper
Its: Chief Financial Officer and Secretary

JOE BOXER CORPORATION


By: _____
Name: W. John Short
Its: Chief Executive Officer and President

By:  _____
Name: Alan Schnapper
Its: Chief Financial Officer and Secretary

[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers and managers thereunto duly authorized, all as of the date set forth above.

JOE BOXER COMPANY, LLC

By: 
Name: William Sweedler
Its: Manager

BOXER HOLDINGS, INC.

By: _____
Name: W. John Short
Its: Chief Executive Officer and President

By: _____
Name: Alan Schnapper
Its: Chief Financial Officer and Secretary

JOE BOXER CORPORATION

By: _____
Name: W. John Short
Its: Chief Executive Officer and President

By: _____
Name: Alan Schnapper
Its: Chief Financial Officer and Secretary

[Signature Page to Agreement and Plan of Merger]



State of California
Bill Jones
Secretary of State

OTHER BUSINESS ENTITY
CERTIFICATE OF MERGER

(Corporations Code Sections 1113(g)(1) and (2), 6019.1, 8019.1 and 12540.1)

Filing Fee - Please see instructions.
IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. Name of surviving entity: Joe Boxer Company, LLC	2. Type of entity: LLC	3. Secretary of State File Number:	4. Jurisdiction: Delaware
5. Name of disappearing entity: Boxer Holdings, Inc.	6. Type of entity: Corporation	7. Secretary of State File Number: 2067556	8. Jurisdiction: California
9. Future effective date, if any:		Month	Day Year

10. If a vote was required enter the outstanding interests of each class entitled to vote on the merger and the percentage of vote required:

Surviving Entity		Disappearing Entity	
Each class entitled to vote	Percentage of vote required	Each class entitled to vote	Percentage of vote required
No vote required by members.		Common stock - 1000	majority

11. The principal terms of the agreement of merger were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required.

12. If equity securities of a parent party are to be issued in the merger:
 No vote of the shareholders of the parent party was required. The required vote of the shareholders of the parent party was obtained.

SECTION 13 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, DOMESTIC LIMITED PARTNERSHIP OR PARTNERSHIP.

13. Requisite changes to the information set forth in the Articles of Organization, Certificate of Limited Partnership or Statement of Partnership Authority of the surviving limited liability company, limited partnership or partnership resulting from the merger. Attach additional pages, if necessary.

SECTION 14 IS APPLICABLE IF THE SURVIVING ENTITY IS AN OTHER BUSINESS ENTITY.

14. Principal business address of the surviving other business entity:
 Address: 1599 Post Road East
 City: Westport State: Connecticut Zip: 06880

15. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary. See Attached

16. Statutory or other basis under which each foreign other business entity is authorized to effect the merger:
 Section 18-209 of the Delaware Limited Liability Company Act

17. Number of pages attached, if any: 1

18. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed.

<u>William Sweedler</u> Signature of Authorized Person for the Surviving Entity Date <u>3/3/01</u>	<u>William Sweedler, Manager</u> Type or Print Name and Title of Person Signing Date
_____ Signature of Authorized Person for the Surviving Entity Date	_____ Type or Print Name and Title of Person Signing Date
_____ Signature of Authorized Person for the Disappearing Entity Date	_____ Type or Print Name and Title of Person Signing Date
_____ Signature of Authorized Person for the Disappearing Entity Date	_____ Type or Print Name and Title of Person Signing Date

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing.

**ATTACHMENT TO
OTHER BUSINESS ENTITY CERTIFICATE OF MERGER
JOE BOXER COMPANY, LLC
a Delaware limited liability company**

15. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized.

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act:

An Agreement and Plan of Reorganization, dated as of March 5, 2001 (the "Reorganization Agreement"), by and among Joe Boxer Company, LLC, a Delaware limited liability company ("Purchaser" or "Surviving Company"), Boxer Holdings, Inc., a California corporation ("Boxer Holdings"), and Joe Boxer Corporation, a California corporation and the sole shareholder of Boxer Holdings ("JBC"), providing for the merger of Boxer Holdings with and into Purchaser, has been approved and executed by each of Purchaser, Boxer Holdings and JBC. The executed Reorganization Agreement is on file at the office of the Purchaser, as the surviving limited liability company. The address of said office is:

Joe Boxer Company, LLC
c/o Allegiance Apparel Group, Inc.
1599 Post Road East
Westport, Connecticut 06880

A copy of the agreement of merger will be furnished by the Surviving Company on request (and without cost) to any member of the Surviving Company and any person holding an interest in Boxer Holdings.

45016128_1.DOC

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
BOXER HOLDINGS, INC.,
a California corporation**

W. John Short and Alan Schnapper, do hereby certify:

1. That we are the Chief Executive Officer/President and Chief Financial Officer/Secretary, respectively, of Boxer Holdings, Inc., a California corporation (the "Corporation");
2. That the Agreement of Merger in the form attached was duly approved by the board of directors and sole shareholder of the Corporation;
3. That the shareholder approval was by Joe Boxer Corporation, a California corporation and the holder of 100% of the outstanding shares of the Corporation;
4. That, as of the date hereof, there is only one class of shares of the Corporation and the number of shares outstanding is 1,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: March 5, 2001



Name: W. John Short
Title: Chief Executive Officer and President

Name: Alan Schnapper
Title: Chief Financial Officer and Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
BOXER HOLDINGS, INC.,
a California corporation**

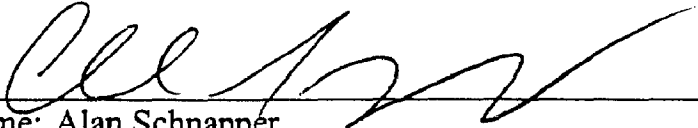
W. John Short and Alan Schnapper, do hereby certify:

1. That we are the Chief Executive Officer/President and Chief Financial Officer/Secretary, respectively, of Boxer Holdings, Inc., a California corporation (the "Corporation");
2. That the Agreement of Merger in the form attached was duly approved by the board of directors and sole shareholder of the Corporation;
3. That the shareholder approval was by Joe Boxer Corporation, a California corporation and the holder of 100% of the outstanding shares of the Corporation;
4. That, as of the date hereof, there is only one class of shares of the Corporation and the number of shares outstanding is 1,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: March 5, 2001

Name: W. John Short
Title: Chief Executive Officer and President



Name: Alan Schnapper
Title: Chief Financial Officer and Secretary

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RECORDED: 04/03/2001

TRADEMARK
REEL: 002274 FRAME: 0114