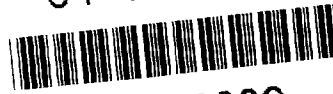


04-19-2001



101680009

MRD
4/6/01

RECORDATION FORM COVER SHEET
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
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/19/2001 GTOM11 00000005 2322373
01 FC:481 40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002274 FRAME: 0762

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

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="2322373"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

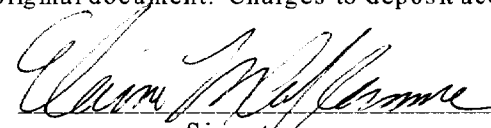
Method of Payment: Enclosed Deposit Account

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.

Elaine M. Laflamme  3/29/2001
Name of Person Signing Signature Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, GymMark, Inc., a California corporation having an address at [700 Airport Boulevard, Suite 200, Burlingame, CA 94010] ("**Assignor**"), has used and is using in the Business the Intellectual Property (as such terms are defined in that certain Asset Transfer Agreement, dated January 22, 2001, among Assignor, Assignee (as defined below) and certain other parties thereto);

WHEREAS, The Wet Seal, Inc., a Delaware corporation having an address of 26972 Burbank, Foothill Ranch, CA 92610 ("**Assignee**"), is desirous of acquiring all right, title and interest in and to the Intellectual Property, including without limitation the "Zutopia" trademark, together with the goodwill of the Business symbolized by the marks and the registrations thereof and applications therefor as set forth in Schedule A (the "**Trademarks**"); and

WHEREAS, it is desired that the assignment of said registrations and applications be made of record in the United States Patent and Trademark Office, and other appropriate Patent and Trademark Offices.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, said Assignor hereby assigns to said Assignee all right, title and interest in and to the Trademarks.


At any time and from time to time hereafter, Assignor shall forthwith upon Assignee's written requests and at Assignee's expense take any and all steps and execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the Trademarks more effectively in Assignee.

Assignor hereby constitutes and appoints Assignee its true and lawful attorney-in-fact, with full power of substitution in Assignor's name and stead but for Assignee's benefit to take any and all steps (including proceeding at law, in equity or otherwise at Assignee's cost and expense), and to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the Trademarks, trademark interests and causes of action more effectively in Assignee or to protect the same (if Assignee fails to take any such step or fails to execute, acknowledge or deliver such instruments within five (5) days following Assignee's request therefor). Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

Dated: March 26, 2001

ASSIGNOR

GYMMARK, INC.

By: 
Name: Lawrence H. Meyer
Title: SVP + CFO

Trademarks

<u>Owner</u>	<u>Country</u>	<u>Registration/ Serial Number</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Status</u>	<u>Class</u>
GymMark, Inc.	Australia		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Brazil		Zutopia		Published	25 (clothing)
GymMark, Inc.	Canada		Zutopia		Allowed	25 (clothing)
GymMark, Inc.	Ceylon		Zutopia		Published	25 (clothing)
GymMark, Inc.	Chile		Zutopia		Registered	25 (clothing)
GymMark, Inc.	China		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Columbia		Zutopia		Registered	25 (clothing)
GymMark, Inc.	European Community		Zutopia		Registered	25 (clothing) 28 (toys, games)
GymMark, Inc.	Guatemala		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Honduras		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Hong Kong		Zutopia		Registered	25 (clothing)
GymMark, Inc.	India		Zutopia		Filed	25 (clothing)
GymMark, Inc.	Indonesia		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Israel		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Japan		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Korea, South		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Macau		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Malaysia		Zutopia		Filed	25 (clothing)
GymMark, Inc.	Mauritius		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Mexico		Zutopia		Filed	25 (clothing)
GymMark, Inc.	Mexico		Zutopia		Filed	25 (clothing)
GymMark, Inc.	Panama		Zutopia		Published	25 (clothing)
GymMark, Inc.	Pargauay		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Philippines		Zutopia		Filed	25 (clothing)
GymMark, Inc.	Singapore		Zutopia		Filed	25 (clothing)
GymMark, Inc.	Taiwan		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Thailand		Zutopia		Registered	25 (clothing)
GymMark, Inc.	Turkey		Zutopia		Registered	25 (clothing)

GymMark, Inc.	United States	Zutopia	Registered	6 (metal goods) 9 (electrical devices, eyeglasses) 14 (jewelry) 16 (paper products) 18 (leather goods) 20 (furniture) 25 (clothing) 28 (toys, games) 35 (advertising and business)
GymMark, Inc.	Venezuela	Zutopia	Allowed	25 (clothing)
GymMark, Inc.	Vietnam	Zutopia	Registered	25 (clothing)