

04-19-2001



101680072

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Salant Corporation **4-9-01**


Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State of Delaware  
 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: November 14, 2000

2. Name and address of receiving party(ies):  
Ashton Partners LLC  
333 South Grand Avenue  
Los Angeles, California 90071

Individual(s) citizenship\_\_\_\_   
 Association \_\_\_\_\_  
 General Partnership\_\_\_\_  
 Limited Partnership\_\_\_\_  
 Corporation - \_\_\_\_\_  
 Other Limited Liability Corporation of Delaware

Domestic representative is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

**04-09-2001**  
U.S. Patent & TMO/TM Mail Rcpt Dt. #34

4. (A.) Trademark Application No.(s)  
75/750641  
75/727474

Additional numbers attached?  Yes  No

4. (B.) Trademark Registration No.(s)  
756117              1364597  
2095684            1915093  
1915095            1167422  
824099

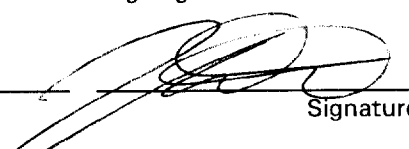
5. Correspondence should be mailed to:  
**VICTOR M. TANNENBAUM  
ABELMAN, FRAYNE & SCHWAB**  
150 East 42nd Street  
New York, New York 10017

6. Total number of applications and registrations involved:..... **9**

7. Total fee (37 CFT 3.41): ..... \$ 240.00  
 Enclosed  
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)  
 Authorized to be charged to deposit account  
Deposit account number: 01-0035  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

8. 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.*

VICTOR M. TANNENBAUM                                            4/9/01  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet, attachments and documents: **4**

**EXHIBIT B**

**TRADEMARK ASSIGNMENT**

This Assignment is effective as of the 14 day of November, 2000 ("Effective Date"), from Salant Corporation, a Delaware corporation headquartered at 1114 Avenue of the Americas, New York, New York 20036 ("Assignor"), to Ashton Partners LLC, a Delaware limited liability corporation headquartered at 333 South Grand Avenue, Los Angeles, California 90071 ("Assignee").

WHEREAS, Assignor owns the trademark registrations and applications set forth on Schedule A hereto (the "Marks");

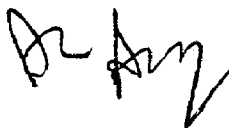
WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Trademarks;

NOW, THEREFORE, for \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to the following:

4. The Marks, together with that part of the goodwill of Assignor's business connected with the use thereof and symbolized thereby and any and all of Assignor's other rights, privileges and priorities provided under United States, state or foreign law with respect to the Marks, including without limitation Assignor's common-law rights and rights under the laws of unfair competition ("Transferred Rights");

5. Any and all of Assignor's rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Marks and Transferred Rights arising after the Effective Date; and

6. Any and all of Assignor's rights to obtain renewals, and extensions of registrations or



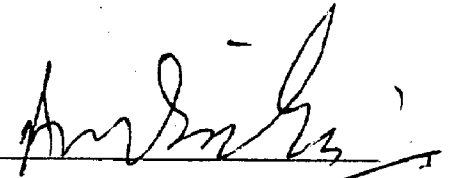
other legal protections pertaining to the Transferred Rights.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the 14 day of November 2000.

ASSIGNOR:

SALANT CORPORATION

By



Awadhesh Sinha  
Chief Financial Officer and  
Chief Operating Officer

Notary Public



MARIE ZUKOWSKI  
Notary Public, State of New York  
No. 01ZU4717030  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires July 31, 2001

**SCHEDULE A**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>NUMBER</b>
United States	LADY THOMSON	75/750641 (Appl.)
United States	MR. THOMSON	756117
United States	MR. THOMSON ... PLEASE!	2095684
United States	THOMSON	824099
United States	THOMSON	1915095
United States	THOMSON II	75/727474 (Appl.)
United States	THOMPSON NATURALS	1915093
United States	THOMPSON SHIRTMAKERS (Stylized)	1167422
United States	RAINY DAY WOOLS	1364597
United States	THOMSON TAILORED	626251 (Expired)
United States	THOMSON TENNIS	1051344 (Expired)
United States	THOMSON & COMPANY T & Design	1508263 (Expired)
United States	SPORTHOMSON (Stylized Letters) 1060838	(Expired)
United States	LADY THOMSON	1122877 (Expired)
United States	THOMSON II	1123344 (Expired)
Austria	THOMSON	157226
Austria	THOMSON NATURALS	157227
Benelux	MR. THOMSON	380712
Benelux	THOMSON	553249
Benelux	THOMSON NATURALS	553248
Canada	MR. THOMSON	150297
Canada	MR. THOMSON ... PLEASE!	156154
Costa Rica	THOMSON	90714
France	MR. THOMSON	1202865
Germany	THOMSON	2904278
Germany	THOMSON NATURALS	394 00 380
Japan	SPORTHOMSON	2213084
Japan	THOMSON	1430610
Mexico	THOMSON	500802
Mexico	THOMSON NATURALS	506665
Norway	THOMSON	173013
Norway	THOMSON NATURALS	173014
Switzerland	MR. THOMSON	328707
Switzerland	THOMSON	426781
Switzerland	THOMSON NATURAL	433229

**APPLICATIONS NOT FILED**

United States PERFECT PANT

ASHTON/SALANT--TMSALE&ASSGN-AGT/Ch  
102400