

09-26-2001

9-21-01



To the Honorable Commissioner of Patents and Trademarks, 101856368, and the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Magla Products
 Individual Association
 General Partnership Limited Partnership
 Corporation
 Other _____
 Additional name(s) of conveying party(ies) attached? yes no

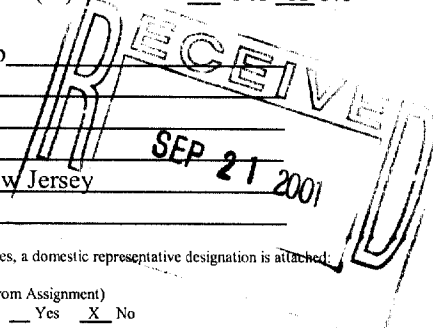
3. Nature of Conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other _____
 Execution Date: _____

2. Name and address of receiving party(ies):
 Name: Magla Products, L.L.C.
 Internal Address: _____
 Street Address: 159 South Street

 City Morristown State NJ Zip 07960
 Additional name(s) & address(es) attached? Yes No

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New Jersey
 Other _____

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



4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 1,919,793
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: RALPH W. SELITTO, JR.
 Internal Address: _____
 Street Address: P.O. BOX 1477
 City: EDISON State: NEW JERSEY Zip: 08818

6. Total number of applications and trademarks involved: 1
 7. Total fee (37 CFR 3.41): ----- \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number: 19-1218
 (Attach duplicate copy of this page if paying by deposit account)

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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.

JOHN K. KIM John K. Kim September 19, 2001
 Name of Person Signing Signature Date
 Reg. No. 37,002 Total number of pages comprising cover sheet: 3

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Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information, Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

NUNC PRO TUNC ASSIGNMENT OF UNITED STATES TRADEMARK

WHEREAS, Magla Products, a corporation organized and existing under the laws of the State of New Jersey and having a place of business at 159 South Street, Morristown, New Jersey 07960 (hereinafter referred to as the "ASSIGNOR"), was the sole and exclusive owner of U.S. Trademark Registration No. 1,919,793 issued September 19, 1995 for the trademark FASHION FIT.

WHEREAS, Magla Products, L.L.C., a limited liability company organized and existing under the laws of the State of New Jersey and having a place of business at 159 South Street, Morristown, New Jersey 07960 (hereinafter referred to as the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to said trademark, the goodwill symbolized thereby, and the Registration relating thereto.

WHEREAS, ASSIGNOR assigned the mark FASHION FIT and U.S. Trademark Registration No. 1,919,793 as part of the entire business of Magla Products, including that portion to which the mark pertains, to the Assignee by way of an Assignment and Assumption Agreement executed on December 1, 1999.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR hereby sells and assigns Nunc Pro Tunc as of December 1, 1999 to the ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest of the ASSIGNOR, in and to said trademark, the goodwill symbolized thereby, and the Registration relating thereto (hereinafter collectively referred to as the "ASSETS"), together with all unsatisfied claims for damages by reason of past infringement of said trademark and the right to sue for and collect same.

The ASSIGNOR hereby constitutes and appoints the ASSIGNEE, its successors and assigns, the true and lawful attorney or attorneys of the ASSIGNOR, with full power of substitution, for it and in its name and stead or otherwise, but at the sole expense and on behalf of and for the benefit of ASSIGNEE, its successors and assigns, to institute and prosecute from time to time, any proceedings at law, in equity or otherwise, that ASSIGNEE, its successors or assigns, may deem proper in order to

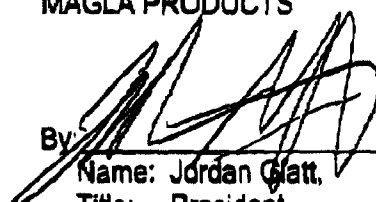
assert or enforce any claim, right or title of any kind in and to the ASSETS hereby sold and transferred, and to defend and compromise any and all actions, suits or proceedings in respect of any of said ASSETS, and, generally to do any and all such acts and things in relation thereto as ASSIGNEE, its successors or assigns, shall deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. The ASSIGNOR declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by the ASSIGNOR.

This instrument and all of its terms shall inure to the benefit of and shall bind the ASSIGNOR and ASSIGNEE and their respective successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this instrument to be executed and delivered by its proper officer thereunto duly authorized.

MAGLA PRODUCTS

Date: 9/18/01

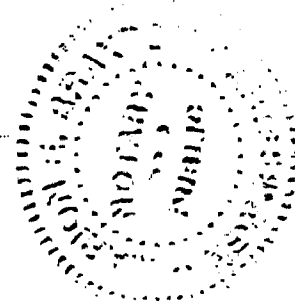
By: 
Name: Jordan Glatt,
Title: President

State of New Jersey

County of Union

On this 18th day of September 2001, before me personally came the above-named Jordan Glatt, who I am satisfied is the person named in the foregoing instrument, who executed the foregoing instrument on behalf of Magla Products and who acknowledged to me the same was executed by him of his own free will for the uses and purposes therein set forth.


Notary Public



Sworn to and subscribed
before me this
18th day of Sept. 2001

MARION E. BRAXTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 17, 2004