

12-26-2001



101924519

U.S. Department of Commerce
Patent and Trademark Office

SHEET
-Y

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

1. Name of conveying party:
 Gerry Sportswear Company LLC 12/13/01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware Limited Liability Company

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

2. Name and Address of receiving party:
 Name: PACIFIC TRAIL, INC.
 Address: 1700 Westlake Avenue North
 Suite 200
 Seattle, Washington, 98109

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State of Washington
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: October 31, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.: 76/254829 (POWERFLEX) B. Trademark Registration No.
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Joel Karni Schmidt, Esq.
 Cowan, Liebowitz & Latman, P.C.
 1133 Avenue of the Americas
 New York, NY 10036-6799

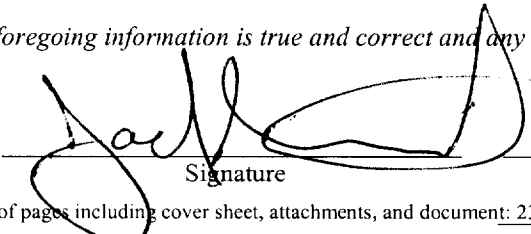
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41). \$40.00
 Enclosed
 Any deficiency is authorized to be charged to
 Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415
 (Attach duplicate copy of this page if paying by deposit account)

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.

Joel Karni Schmidt  12/13/01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 23

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

12/21/2001 DBYRNE 00000059 76254829

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40.00 DP

JKS/BCZ/19228/94/500549.1

TRADEMARK
REEL: 002412 FRAME: 0056

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE U.S. Trademark Application Serial No. 76/254,829

MARK: POWERFLEX
APPLICANT: Gerry Sportswear
Our Reference: 443115-6

Assistant Commissioner For Trademarks
BOX ITU NO FEE
2900 Crystal Drive
Arlington, Virginia 22202-3513

SUBSTITUTE POWER OF ATTORNEY

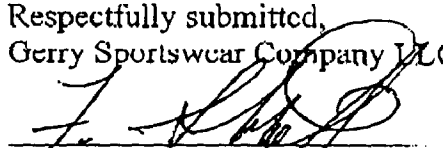
Dear Sir:

Applicant, Gerry Sportswear, a limited liability corporation with a principal place of business at 2955 80th Ave SE, Mercer Island, WA 98040, hereby withdraws the Power of Attorney previously granted and appoints as its attorneys, Sandra Edelman, Esq., Lile H. Deinard, Esq., James B. Swire, Esq., Bruce R. Ewing, Esq., and Marc S. Reiner, Esq., members of the bar of the State of New York, of the firm of:

DORSEY & WHITNEY LLP
250 Park Avenue
New York, New York 10177

to transact all business in the Patent and Trademark Office in connection with the above-referenced trademark application. Please address any future communications concerning this application to Sandra Edelman at said firm.

Respectfully submitted,
Gerry Sportswear Company LLC


Name: Fred Shvartz
Title: CEO.

Dated: 2/3/05

**AMENDED AND RESTATED
ASSIGNMENT OF TRADEMARKS**

THIS AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS by and between Gerry Sportswear Company LLC, ("Assignor") a Delaware limited liability company, and Pacific Trail, Inc. ("Assignee"), a Washington corporation and wholly owned subsidiary of London Fog Industries, Inc., is entered into and made effective as of August 2, 2001 (the "Effective Date").

WHEREAS, Assignor and London Fog Industries, Inc. ("London Fog") are parties to a certain Asset Purchase Agreement dated as of August 2, 2001 (the "Purchase Agreement"), as amended by Amendment No. 1 to Asset Purchase Agreement dated as of August 2, 2001, pursuant to which London Fog has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to London Fog or its designee;

WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the United States and foreign trademarks and trademark applications listed on Schedule A and Schedule B and all of the goodwill of the business symbolized by and associated with such marks, registrations and applications, attached hereto and incorporated herein (collectively, the "Marks"); and

WHEREAS, London Fog, pursuant to the Purchase Agreement, has directed Assignor to assign and transfer to Assignee all of its right, title and interest in and to the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and US \$10, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor, as beneficial owner, does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks.

2. Assignor does further consent to the recordation of this assignment by Assignee with the United States Commissioner of Patents and Trademarks and any comparable authority in any other country in which one or more of the Marks are registered or applications are filed.

3. As soon as possible after the execution of the Purchase Agreement, Assignor shall use commercially reasonable efforts to take, or cause to be taken, such other actions and shall execute and deliver, or cause to be executed and delivered, such other documents, certificates and agreements, including any formal documents necessary to record this assignment in the countries in which the Marks are registered or applications are filed, as may be reasonably requested by Assignee or as may be otherwise necessary to implement expeditiously the provisions of this Agreement and to make effective the transactions contemplated hereby.

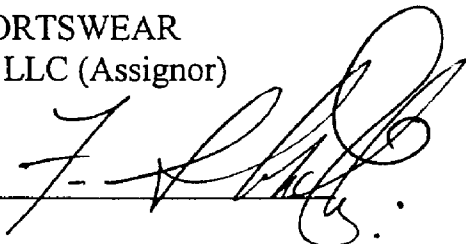
4. This trademark assignment shall be for the benefit of Assignee, its successors, assigns, and licensees.

5. This trademark assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of
October 31, 2001.

GERRY SPORTSWEAR
COMPANY LLC (Assignor)

By:



Name:

FRED SHVETZ

Title: Chief Executive Officer

United States of America

State of: New Jersey)

County of: Ocean)

On this 31 day of October, 2001, sworn to before me appeared Fred Shwartz, the person who signed this instrument on behalf of Gerry Sportswear Company LLC, who acknowledged that he signed it on behalf of the limited liability company as Chief Executive Officer of the identified limited liability company and pursuant to authority duly received.

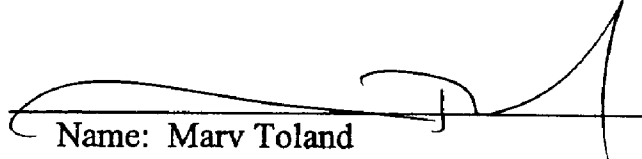
Patricia E. O'Hara
Notary Public

Patricia E. O'Hara
Notary Public
State of NJ
My Commission Expires 10/06/2004

IN WITNESS WHEREOF, Pacific Trail, Inc. accepts the foregoing assignment from Gerry Sportswear Company LLC executed and delivered as of this 31st day of October, 2001.

PACIFIC TRAIL, INC.

By:

A handwritten signature in black ink, appearing to read 'Marv Toland', is written over a horizontal line. The signature is stylized with a large initial 'M' and a long, sweeping tail.

Name: Marv Toland

Title: Executive Vice President and CFO

United States of America

State of: New York)

County of: New York)

On this 31st day of October, 2001, sworn to before me appeared Marv Toland, the person who signed this instrument on behalf of Pacific Trail, Inc. who acknowledged that he signed it on behalf of the identified corporation as Executive Vice President and Chief Financial Officer of the identified corporation and pursuant to authority duly received.

Sharon Lynch
Notary Public

SHARON LYNCH
NOTARY PUBLIC, State of New York
No. 30-4749261
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires June 30, 19 2003

Schedule A

WORLDWIDE TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>Registered Owner</u>	<u>Appl. Date</u>	<u>Appl.No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Canada	Roffe	Roffe, Inc.	2/6/80	04497700	3/20/81	256,946
France	Roffe and Design	Roffe, Inc.	2/22/91	269461	2/22/91	1,647,223
Japan	Roffe and Design	Roffe, Inc.	9/22/77	S52-067115	8/30/83	1,611,015
Japan	Roffe	Roffe, Inc.	9/4/89	H01-100086	4/30/92	2,406,067
Switzerland	Roffe and Design	Roffe, Inc.	3/5/81		3/5/81	315,562
United States	R (Stylized)	Roffe, Inc.	8/1/77	73/135,887	6/19/79	1,120,575
United States	R (Stylized)	Roffe, Inc.	12/26/84	73/515,339	7/16/85	1,349,638
United States	Roffe	Roffe, Inc.	8/1/77	73/135,885	6/20/78	1,093,862
United States	Roffe and Design	Roffe, Inc.	8/1/77	73/135,886	6/20/78	1,093,863
United States	Roffe 360	Roffe, Inc.	12/31/81	73/344,087	12/27/83	1,262,459

Schedule B

*

WORLDWIDE TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Registered Owner</u>	<u>Appl. Date</u>	<u>Appl. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Andorra	M & Design	Gerry Sportswear Company LLC	8/6/98	11,684	8/6/98	15555
Andorra	Moonstone	Gerry Sportswear Company LLC	8/6/98	11,668	8/6/98	15554
Argentina	M & Design	Gerry Sportswear Company LLC	6/4/98	2,155,039	9/16/99	1,752,976
Argentina	M & Design	Gerry Sportswear Company LLC	6/4/98	2,155,040	9/16/99	1,752,964
Argentina	M & Design	Gerry Sportswear Company LLC	6/4/98	2,155,041	9/17/99	1,753,068
Argentina	Moonstone	Gerry Sportswear Company LLC	6/4/98	2,155,036	9/16/99	1,752,962
Argentina	Moonstone	Gerry Sportswear Company LLC	6/4/98	2,155,037	9/16/99	1,752,963
Australia	M & Design	Gerry Sportswear Company LLC	6/3/98	763,980	6/3/98	763,980
Australia	Moonstone	Gerry Sportswear Company LLC	6/3/98	763,979	6/3/98	763,979

Canada	Moonstone	Gerry Sportswear Company LLC	9/14/94	764,704	7/28/95	TMA445,749
Canada	Moonstone	Gerry Sportswear Company LLC	10/15/96	825,952	5/20/99	TMA512,108
Chile	M & Design	Gerry Sportswear Company LLC	7/16/98	420760	8/9/00	573662
Chile	Moonstone	Gerry Sportswear Company LLC	7/16/98	420,761	1/18/99	532,497
China (PRC)	M & Design	Gerry Sportswear Company LLC	6/30/98	9800072348	11/6/99	1330678
China (PRC)	M & Design	Gerry Sportswear Company LLC	6/30/98	9800072347	12/14/99	1342875
China (PRC)	M & Design	Gerry Sportswear Company LLC	6/30/98	9800072349	10/6/99	1320915
China (PRC)	Moonstone	Gerry Sportswear Company LLC	6/30/98	9800072344	11/13/99	1332856
China (PRC)	Moonstone	Gerry Sportswear Company LLC	6/30/98	9800072345	11/6/99	1330679
China (PRC)	Moonstone	Gerry Sportswear Company LLC	6/30/98	9800072346	10/6/99	1320916
European Union	M & Design	Gerry Sportswear Company LLC	4/1/96	165,084	12/8/99	00165084
European	Moonstone	Gerry Sportswear	4/1/96	165,068		

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Union									
Germany	Moonstone	Gerry Sportswear Company LLC	12/13/91	M71335/25WZ	4/22/93				2,034,963
Japan	M & Design	Gerry Sportswear Company LLC	7/10/96	8-73094	6/19/98				4,157,385
Japan	M & Design	Gerry Sportswear Company LLC	7/10/96	8-73095	5/29/98				4,150,039
Japan	M & Design	Gerry Sportswear Company LLC	7/1/96	8-73096	8/21/98				4,179,451
New Zealand	M & Design	Gerry Sportswear Company LLC	6/4/98	293257	6/4/98				293257
New Zealand	M & Design	Gerry Sportswear Company LLC	6/4/98	293258	6/4/98				293258
New Zealand	M & Design	Gerry Sportswear Company LLC	6/4/98	293259	6/4/98				293259
New Zealand	Moonstone	Gerry Sportswear Company LLC	6/4/98	293254	6/4/98				293254
New Zealand	Moonstone	Gerry Sportswear Company LLC	6/4/98	293255	6/4/98				293255
New Zealand	Moonstone	Gerry Sportswear Company LLC	6/4/98	293256	6/4/98				293256
Norway	M & Design	Gerry Sportswear Company LLC	6/4/98	9804738	10/15/98				193637

JKS/JKS/19228/00/493115.2

Norway	Moonstone	Gerry Sportswear Company LLC	6/4/98	9804737	10/15/98	193636
South Korea	Moonstone	Gerry Sportswear Company LLC	4/18/95	14987/95	4/28/97	360,884
Spain	M & Design	Gerry Sportswear Company LLC	7/28/98	2,177,167	2/9/99	2,177,167
Spain	M & Design	Gerry Sportswear Company LLC	7/28/98	2,177,168	2/5/99	2,177,168
Spain	M & Design	Gerry Sportswear Company LLC	7/28/98	2,177,169	2/5/99	2,177,169
Spain	Moonstone	Gerry Sportswear Company LLC	7/28/98	2,177,171	11/22/99	2,177,170
Spain	Moonstone	Gerry Sportswear Company LLC	7/28/98	2,177,172	11/22/99	2,177,171
Spain	Moonstone	Gerry Sportswear Company LLC	7/28/98	2,177,170	11/22/99	2,177,172
Sweden	M & Design	Gerry Sportswear Company LLC	2/27/98	98-01626	* 6/30/00	338833
Sweden	Moonstone	Gerry Sportswear Company LLC	2/27/98	98-01625	6/2/00	338028
Switzerland	M & Design	Gerry Sportswear Company LLC	6/5/98	04498/1998	6/5/98	456,166
Switzerland	Moonstone	Gerry Sportswear	6/5/98	04499/1998	6/5/98	456,108

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United States	M & Design	Company LLC	1/29/96	75/050,029	9/23/97	2,100,183
United States	Moonstone	Gerry Sportswear Company LLC	6/17/91	74/176,689	2/4/92	1,674,263
United States	Moonstone	Gerry Sportswear Company LLC	6/17/91	74/176,467	2/4/92	1,674,381
United States	Moonstone & Design	Gerry Sportswear Company LLC	11/2/98	75/581,233	12/14/99	2,299,948
United States	Moonstone & Design	Gerry Sportswear Company LLC	10/27/98	75/576,399	1/18/00	2,309,019
Canada	Roffeflex	Gerry Sportswear Company LLC	8/6/98	1,009,464		
United States	Roffeflex	Gerry Sportswear Company LLC	3/23/99	75/599,163	7/25/00	2,370,217
United States	Powerflex	Gerry Sportswear Company	5/8/01	76/254,829	*	
United States	Lunar Module	Gerry Sportswear Company LLC	8/29/01	76/118,409		

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APPLICANT: Gerry Sportswear
MARK: POWERFLEX
APPL. NO.: 76-254,829
APPL. DATE: May 8, 2001
CLASS: International Class 24
Our Reference: 443115-6

Box ITU - NO FEE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Request for Amendment of Trademark Application

Sir:

Applicant, through its attorney, hereby requests that the Application to register the above-referenced mark be amended pursuant to Trademark Rule 2.71, 37 C.F.R. §2.71. Specifically, Applicant requests that the application be amended in the following manner:

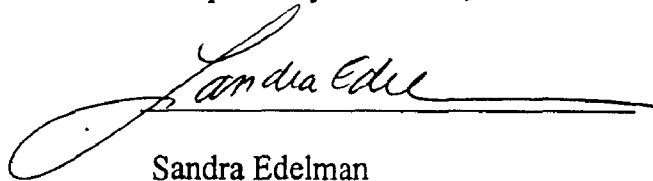
1. the name of the Applicant be amended from "Gerry Sportswear" to "Gerry Sportswear Company LLC"; and
2. the state of incorporation of the Applicant be amended from "A Limited Liability Company organized under the laws of Washington" to "A Limited Liability Company organized under the laws of Delaware".

Applicant is the owner of the above-referenced mark, but there are mistakes in the manner in which the name of Applicant is set out in the Application. Applicant has inadvertently identified itself as "Gerry Sportswear" when Applicant's legal name is in fact "Gerry Sportswear Company LLC". Further, Applicant has inadvertently identified itself as a "Limited Liability Company organized under the laws of Washington", when the Applicant is in fact organized under the laws of Delaware. Accordingly, Applicant seeks to correct these mistakes by way of this Request for Amendment, and does not seek to substitute another party as the Applicant.

Applicant submits that the foregoing amendments are permissible changes that comport with the requirements of the relevant Rules, and respectfully requests that these amendments be accepted and entered.

Respectfully submitted,

Dated: 11/27/01



Sandra Edelman
DORSEY & WHITNEY LLP
250 Park Avenue
New York, New York 10177
Telephone: (212) 415-9269
Attorneys for Applicant

Declaration

The undersigned, hereby declares that he/she is authorized to execute this declaration on behalf of Applicant; that he/she believes said Applicant to be the owner of the mark sought to be registered; that to the best of his/her knowledge and belief no other person, firm, corporation or association has the right to use said mark in commerce, either in the identical form or in such near resemblance thereto as may be likely as to cause

confusion; or to cause mistake, or to deceive; the facts set forth in this application are true; and all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true; that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this application or any registration resulting therefrom.

Dated: 12/3/01

Gerry Sportswear Company LLC


Name: Fred Shvets

Title: CEO