

01-31-2002



101965885

TRADEMARKS ONLY

Form PTO-1594 (Rev. 03/01)

OME No. 0881-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): MARISA CHRISTINA APPAREL, INC. 1-31-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State 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: 12/28/01

2. Name and address of receiving party(ies) Name: NYBASED, LLC Internal Address: Street Address: 487 Seventh Avenue City: New York State: NY Zip: 10018

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, 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) 2511819 2048487 2476841

Additional number(s) attached Yes No

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

Name: Moshe Katlowitz, Esq. Internal Address: Law Offices of Moshe Katlowitz

Street Address: 342 Madison Avenue Suite 1820

City: New York State: NY Zip: 10173

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): 9000

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jeffrey A. Asher, Esq. Name of Person Signing

Signature

1/29/02 Date

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

All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/01/2002 LNUELLER 00000005 2511819

01 FC:481 02 FC:482

40.00 DP 50.00 DP

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 28th day of December, 2001 ("Effective Date"), from MARISA CHRISTINA APPAREL, INC., a Delaware corporation, having its principal office at 1410 Broadway, 20th Floor, New York, New York 10018 ("Assignor"), to NYBASED, LLC, a New York limited liability company, having its principal office at 485 Seventh Avenue, New York, New York 10018 ("Assignee").

WHEREAS, Assignor is the owner of the following trademarks now registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
NYBased	2511819	11/27/2001
NYBased (Design)	2048487	03/25/1997
NYBasics	2476841	08/07/2001

The trademarks "NYBased" and "NYBasics" are hereinafter referred to collectively as the "Trademarks";

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

NOW, THEREFORE, for good and valuable consideration, including that recited in the Asset Purchase Agreement, dated as of December 28 2001 (the "Purchase Agreement"), to which Assignor and Assignee, are parties, 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:

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

2. Any and all of Assignor's rights to obtain renewal, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

[remainder of page left blank]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the 28th day of December, 2001

ASSIGNEE:

NYBASED, LLC

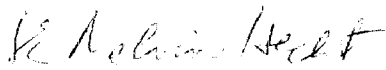
By: 

Name: Leonard Wassner

Title: Managing Member

ASSIGNOR:

MARISA CHRISTINA APPAREL, INC.

By: 

Name: S.E. Melvin Hecht

Title: CFO


Notary Public

DAVID R. SWARTHOUT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02SWG057648
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES APRIL 23, 2003

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 28th day of December, 2001 ("Effective Date"), from MARISA CHRISTINA APPAREL, INC., a Delaware corporation, having its principal office at 1410 Broadway, 20th Floor, New York, New York 10018 ("Assignor"), to NYBASED, LLC, a New York limited liability company, having its principal office at 485 Seventh Avenue, New York, New York 10018 ("Assignee").

WHEREAS, Assignor is the owner of the following trademarks now registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
NYBased	2511819	11/27/2001
NYBased (Design)	2048487	03/25/1997
NYBasics	2476841	08/07/2001

The trademarks "NYBased" and "NYBasics" are hereinafter referred to collectively as the "Trademarks";

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

NOW, THEREFORE, for good and valuable consideration, including that recited in the Asset Purchase Agreement, dated as of December 28 2001 (the "Purchase Agreement"), to which Assignor and Assignee, are parties, 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:

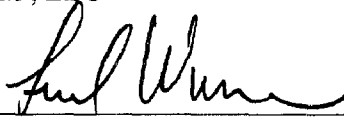
1. The Trademarks, together with that part of the goodwill of Assignor's business connected with the use thereof and symbolized thereby, and the registration thereof, and any and all of Assignor's other rights, privileges and priorities provided under United States, state or foreign law with respect to the Trademarks, including without limitation Assignor's right to sue for past infringement, as well as Assignor's common-law rights and rights under the laws of unfair competition ("Transferred Rights"); and
2. Any and all of Assignor's rights to obtain renewal, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

[remainder of page left blank]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the 28th day of December, 2001

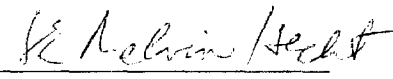
ASSIGNEE:

NYBASED, LLC

By: 
Name: Leonard Wassner
Title: Managing Member

ASSIGNOR:

MARISA CHRISTINA APPAREL, INC.

By: 
Name: S.E. Melvin Hecht
/ Title: CFO


Notary Public

DAVID R. SWARTHOUT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02SW6057648
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES APRIL 23, 2003