

02-07-2002



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JAN 24 2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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**TRADEMARKS ONLY**

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

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

1. Name of conveying party(ies): 1-24-02  
FOOTHILL CAPITAL CORPORATION  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: A.H. SCHREIBER CO., INC.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 460 W. 34th Street  
City: New York State: NY Zip: 10001  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Notice of Assignment  
Execution Date: August 10, 2001

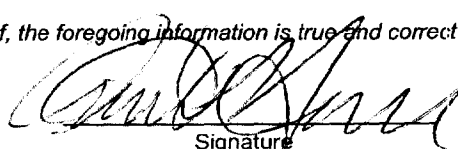
4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) 704669  
N/A  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
See Attached Exhibit 1

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: DAVID V. RADACK, ESQUIRE  
Internal Address: Eckert Seamans  
Cherin & Mellott, LLC  
USX Tower  
Street Address: 600 Grant Street  
44th Floor  
City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and registrations involved: 13  
7. Total fee (37 CFR 3.41).....\$340.00  
 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.*  
David V. Radack            December 17, 2001  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 6

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

02/07/2002 LMUELLER 00000012 704669

01 FC:481      40.00 DP  
02 FC:482      300.00 DP

**TRADEMARK**  
**REEL: 002438 FRAME: 0921**

**EXHIBIT 1**

<b>Registration No. or Application No.</b>	<b>Registration Date</b>	<b>Mark</b>
1. 704669	09/20/60 (Renewed 09/20/80)	SIRENA MADE IN CALIFORNIA (STYLIZED)
2. 1227635	02/15/83	SIRENA II (STYLIZED)
3. 2000109	09/10/96	LOOK & SEA
4. 2185856	09/01/98	CONCEPTS SIRENA
5. 2270089	08/17/99	COCO BEACH
6. 2317431	02/15/00	SIRENA
7. 2317432	02/15/00	SIRENA SIGNATURES
8. 1139986	09/30/80	WEAR-ABOUTS
9. 1240437	05/31/83	WEAR-ABOUTS (II) (STYLIZED)
10. 2380930	08/29/00	SERINA (MERMAID)
11. 2037335	02/11/97	SUNBOUND
12. 2126393	12/30/97	HOTWATER
13. 2223066	02/09/99	HOTWATER

## NOTICE OF ASSIGNMENT

THIS NOTICE OF ASSIGNMENT is executed as of August 10, 2001, by Foothill CAPITAL CORPORATION, a California corporation ("Foothill").

### WITNESSETH:

WHEREAS, THE SIRENA APPAREL GROUP, INC., a Delaware corporation ("Debtor") and Foothill are parties to that certain Loan and Security Agreement dated as of September 5, 2000 (as amended or otherwise modified from time to time, the "Loan Agreement") and the other "Loan Documents" (as defined in the Loan Agreement), including, without limitation: (i) that certain Trademark Security Agreement, dated as of April 21, 1999, recorded on May 14, 1999, at Trademark Reel 1896 and Frame 0957, and (ii) that certain Trademark Security Agreement dated as of October 24, 2000, recorded on December 1, 2000, at Trademark Reel 002184 and Frame 0572 (collectively, the "Trademark Security Agreements"), pursuant to which Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Trademark Security Agreements) to Foothill, as security for Debtor's obligations to Foothill under the Loan Agreement and other Loan Documents, including, without limitation, the Trademark Security Agreements;

WHEREAS, pursuant to and in exercise of its rights as a secured party under the Uniform Commercial Code as in effect in the State of California, Foothill sold, transferred and conveyed to A.H. Schreiber, Inc., a New York corporation ("Schreiber"), all of Debtor's right, title and interest in and to the property described in that certain Secured Party's Bill of Sale ("Bill of Sale") dated as of even date herewith, which property includes, without limitation, the portion of the Trademark Collateral known as: (i) Sirena Made in California (Stylized), Sirena II (Stylized), Concepts Sirena, Sirena, Sirena Signatures, and Sirena <Mermaid>, and Sunbound (the "Sirena Trademarks"), (ii) Look & Sea, Coco Beach, Shell Beach, San Soleil, and Hot Water (the "Private Label Trademarks"), and (iii) Wear-Abouts and Wear-Abouts (II)(Stylized) (the "Wear-Abouts Trademarks") (attached as Exhibit A hereto is a list of the Sirena Trademarks, Private Label Trademarks and Wear-Abouts Trademarks and their registration numbers);


WHEREAS, pursuant to such sale, Foothill's security interest in and lien on the Sirena Trademarks, Private Label Trademarks and Wear-Abouts Trademarks were discharged and any subordinate security interest in the Sirena Trademarks, Private Label Trademarks and Wear-Abouts Trademarks (other than sales or use tax liens arising from the transfer of such trademarks, any tax liens arising from successor liability for other unpaid taxes of Debtor, and claims or liens arising from unpaid wages of Debtor's employees) were discharged; and

WHEREAS, Schreiber has requested that Foothill execute this Notice of Assignment for the purpose of giving notice of the transfers pursuant to the Bill of Sale described above;

NOW, THEREFORE, Foothill hereby gives notice that it has sold, transferred and conveyed to Schreiber, without any representation, warranty, or recourse whatsoever except as explicitly stated in the Bill of Sale, all of Debtor's right, title and interest, in and to the Sirena Trademarks, Private Label Trademarks and Wear-Abouts Trademarks and all good will associated with such trademarks.

IN WITNESS WHEREOF, Foothill has caused this Notice of Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

FOOTHILL CAPITAL CORPORATION

By: 

Its: Vice President

Exhibit A to  
Notice of Assignment

Registration No. or Application No.	Registration Date	Mark
704669	9/20/60 (Renewed 9/20/80)	SIRENA MADE IN CALIFORNIA (STYLIZED)
1227635	2/15/83	SIRENA II (STYLIZED)
2000109	9/10/96	LOOK & SEA
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