

03-18-2002



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

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): J & L Footwear, Inc. 2:28:02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bestfit International, Inc
Internal
Address:
Street Address: 900 Canada Court
City: city of Industry State: CA Zip: 91748
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State California
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:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: August 7, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,185,867
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Albert J.C. Chang, Esq.
Internal Address:
Street Address: Law Offices of Albert J.C. Chang, 19138 Walnut Dr. Ste 100
Rowland
City: Heights State: CA Zip: 91748

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
[X] 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.
William W. Lai
Name of Person Signing
Signature
Date: 1/30/02
3

Total number of pages including cover sheet, attachments, and document: 3

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

03/15/2002 DBYRNE 00000203 1185867 40.00 DP 01 FC:481

TRADEMARK REEL: 002462 FRAME: 0475

## SCHEDULE B

UNITED STATES OF AMERICA  
ASSIGNMENT  
(Trademark Application)

WHEREAS, J & L Footwear, Inc., a corporation organized under the laws of the State of California with an address at 6080 Triangle Drive, Commerce, California 90040 (hereinafter called the "Assignor") has adopted and uses JAZZ, which is registered in the United States Patent and Trademark Office, Registration No. 1,185,867 dated January 12, 1982 (the "Trademark"); and

WHEREAS, BestFit International, a corporation organized under the laws of the State of California and having offices at 900 Canada Court, City of Industry, California 91748, (hereinafter called the "Assignee") is desirous of acquiring the right, title and interest in and to the aforesaid Trademark and registration thereof, and the goodwill of the business or part thereof connected with and symbolized by the said Trademark; and

WHEREAS, Assignor and Assignee have entered into, as of the date hereof, a certain Trademark Purchase and Sale Agreement (the "Agreement") in respect to the Trademark;

NOW, THEREFORE, for good and valuable consideration, including but not limited to, the Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties;

(a) Assignor by these presents does hereby sell, assign and transfer onto the said Assignee, its successors and assigns, all rights, title and interest in and to the said Trademark, together with any and all goodwill symbolized by said Trademark and of the business connected with the use of and symbolized by said Trademark and any part thereof; and any income, royalties, damages and payments now or hereafter due or payable in respect thereto; and any and all causes of action, either in law or in equity, for past, present, or without limitation, corresponding to the foregoing throughout the United States, its Territories and Commonwealths.

(b) This assignment shall be deemed to be effective as of the date hereof.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this instrument on this 7<sup>th</sup> day of August, 2001.

J & L FOOTWEAR, INC.

By: [Signature]

Name: Lilly Liu  
Title: President

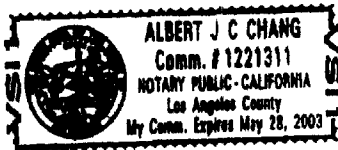
STATE OF CALIFORNIA )

: ss.:

COUNTY OF LOS ANGELES )

On the 7<sup>th</sup> day of Sept, 2001 before me, [Albert Chang], personally appeared Lilly Liu known to me or proved on the basis of satisfactory evidence, who being by me duly sworn, did depose and say that she has an address at 6080 Triangle Drive, Commerce, California 90040, that she is the President of J & L Footwear, Inc., the corporation described in and which executed the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

[Signature]  
Notary Public



Agreed to and accepted:  
BestFit International, Inc.

By: [Signature]

Name: Angela Chu  
Title: Vice President