

03-19-2002



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

102020611

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

1. Name of conveying party(ies):
Jantzen Apparel Corp.
2-4-02

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

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

2. Name and address of receiving party(ies)
Name: Bestform Apparel Corp.
Internal Address: 201 Baynard Building
Street Address: 3411 Silverside Road
City: Wilmington State: DE 76198
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

OFFICE OF PATENT RECORDS
1001 FEB -11 PM 2:18
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 2/4/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
578,251; 809,598; 842,510,
1,273,601; 1,930,975
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen L Winslow
Internal Address: The H.D. Lee Company, Inc.
201 Baynard Building
Street Address: 3411 Silverside Road
City: Wilmington State: DE Zip: 19810

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41).....\$ 140.00
 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.
Jacquelyn A. Pellegrino
Name of Person Signing Jacquelyn A. Pellegrino Signature 2/4/02 Date

Total number of pages including cover sheet, attachments, and document: 7
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/18/2002 GTDN11 00000130 578251
01 FC:481 40.00 OP
02 FC:482 100.00 OP

TRADEMARK
REEL: 002463 FRAME: 0510

AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 4th day of February, 2002, between JANTZEN APPAREL CORP., a Delaware corporation ("Assignor"), with principal offices at 3411 Silverside Road, Wilmington, Delaware 19810, and BESTFORM APPAREL CORP. (formerly known as EXQUISITE ACQUISITION INC.), a Delaware corporation, with principal offices at 3411 Silverside Road, Wilmington, Delaware 19810 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted (or acquired) and used in the United States and throughout the world the trademarks, service marks, and trade names listed in Schedule A attached hereto and incorporated herein by reference (collectively, "the Trademarks") and is the beneficial owner of the applications therefor and the registrations thereof, which are shown in said Schedule A; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title, and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to all the Trademarks and the applications and registrations thereof, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts, and obligations associated with the Trademarks.

3. Further Assurances. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest, and record in Assignee full and complete ownership of each of the Trademarks.

4. Miscellaneous.

(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

JANTZEN APPAREL CORP.

By: Jacquelyn A. Pellegrino
Name: Jacquelyn A. Pellegrino
Title: Assistant Secretary

BESTFORM APPAREL CORP.

By: Helen L. Winslow
Name: Helen L. Winslow
Title: Secretary

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA :
STATE OF DELAWARE : ss.
COUNTY OF NEW CASTLE :

This 4th day of February, 2002, came before me, Susan M. Minakowski, Notary Public for said County and State, Helen L. Winslow, who, being by me duly sworn, says that she is the Secretary and Authorized Signatory of BESTFORM APPAREL CORP., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by her on behalf of said corporation by its authority duly given. And the said Helen L. Winslow acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 4th day of February, 2002.

(Official Seal)

Susan M. Minakowski
NOTARY PUBLIC

My Commission Expires: _____

**SUSAN M. MINAKOWSKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Mar. 8, 2004**

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA :
STATE OF DELAWARE : ss.
COUNTY OF NEW CASTLE :

This 4th day of February, 2002, came before me, Susan M. Minakowski, Notary Public for said County and State, Jacquelyn A. Pellegrino, who, being by me duly sworn, says that she is the Assistant Secretary of JANTZEN APPAREL CORP., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by her on behalf of said corporation by its authority duly given. And the said Jacquelyn A. Pellegrino acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 4th day of February, 2002.


(Official Seal)

Susan M. Minakowski
NOTARY PUBLIC

My Commission Expires: _____

SUSAN M. MINAKOWSKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Mar. 8, 2004

Schedule A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>International Class</u>
BODY ART	1,930,975	October 31, 1995	25
NATURAL TOUCH	1,273,601	April 10, 1984	25
			
ZIP-FIT	578,251	August 4, 1953	25
zip-fit			
CURVALLURE	809,598	June 7, 1966	25
LIQUID FIT	842,510	January 16, 1968	25