

04-02-2002

EET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

TF



NLY

102039990

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

## 1. Name of conveying party(ies):

Kayser-Roth Corporation

3-22-02

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation - Delaware  
☐ Other \_\_\_\_\_

Add'l name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 1/3/2002

## 2. Name and address of receiving party(ies):

Name: Adler Leather Sportswear Manufacturing Co., Inc.

Internal Address: \_\_\_\_\_

Street Address: 12923 Foothill BoulevardCity: Sylmar State: CA ZIP 91392-2590

☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_

☒ 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

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 758891, 443210Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael W. Hicks

Internal Address:

BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLPStreet Address: 12400 Wilshire BoulevardSeventh FloorCity: Los Angeles State: CA ZIP: 900256. Total number of applications and registrations involved: Two (2)7. Total fee (37 CFR 3.41)..... \$ \$65.00

☒ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

02-2666

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.

Michael W. Hicks

Name of Person Signing

Signature

March 14, 2002

Date

Total number of pages including cover sheet, attachments, and document: 4

04/01/2002 LMUELLER 00000101 758891

01 FC:481  
02 FC:48240.00 DP  
25.00 DPTRADEMARK  
REEL: 002472 FRAME: 0917

## TRADEMARK ASSIGNMENT AND PURCHASE AGREEMENT

This AGREEMENT made this 3rd day of January, 2002, between Kayser-Roth Corporation (hereinafter "Kayser-Roth"), a corporation existing and organized under the laws of the state of Delaware with offices at 640 5th Avenue, New York, New York 10019, and Adler Leather Sportswear Manufacturing Co. (hereinafter "Adler"), a corporation existing and organized under the laws of the state of California, with offices at 12923 Foothill Blvd, Sylmar, California 91356.

WHEREAS, Kayser-Roth is the owner of all right, title and interest in and to certain trademarks, trade dress, trade names and other indicia of origin associated with the marks ADLER and ADLER SC and the United States Trademark Registrations;

WHEREAS, Adler is desirous of obtaining all right, title and interest in and to such marks and the United States Trademark Registrations;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Kayser-Roth hereby assigns unto Adler its entire right, title and interest in and to the United States Trademark Registrations set forth and particularly listed in Attachment I (collectively the "Subject Marks"), all to own, possess and enjoy to the same extent as Assignor might have had this assignment not been made, together with that portion of the business associated with, and the goodwill of the business symbolized by, the Subject Marks and the right to sue and recover damages and profits for third-party infringements, past, present and future, if any, right to take over and continue any and all existing suits.

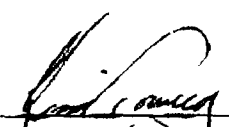
Kayser-Roth has disclosed certain facts as to Kayser-Roth's continuing use of the Subject Marks such that Kayser-Roth believes the Subject Marks would not be susceptible to cancellation based upon non-use and agrees to cooperate with Adler in resolving any questions or disputes regarding use of the Subject Mark.

Upon Adler's request, Kayser-Roth will execute and deliver all further instruments of conveyance, assignment and transfer and take all other action that Adler reasonably may require to more effectively convey and transfer to Adler the Subject Marks, including any and all documents which may be required by the United States Trademark Office to perfect the conveyance, assignment and transfer of said Subject Marks to Adler. Adler will be solely responsible for payment of the cost of recording such documents in the respective government offices, including all government fees and legal fees in connection therewith.

This Assignment shall inure to the benefit of Adler and its successors and assigns. If any provision hereof shall be finally determined to be invalid or unenforceable, such provision shall be deemed to be stricken from this Assignment and the remainder hereof shall remain in full force and effect.

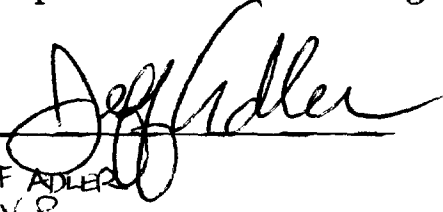
## ASSIGNOR:

Kayser-Roth Corporation

By:   
Name: Kevin Toomey  
Title: President

## ASSIGNEE:

Adler Leather Sportswear Manufacturing

By:   
Name: JEFF ADLER  
Title: SR. V.P.

ATTACHMENT I

MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
ADLER	71/525,756	July 3, 1947	443,210	August 9, 1949
ADLER SC (& Design)	72/160,361	January 8, 1963	758,891	October 22, 1963

05698.M002

3

RECORDED: 03/22/2002

TRADEMARK  
REEL: 002472 FRAME: 0920