

04-09-2002



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

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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):

Crazy Shirts, Inc., a Hawaii Corporation

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

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

2. Name and address of receiving party(ies)

Name: Only The Best, Inc.

Internal Address:

Street Address: 99-061 Koaha Way

City: Aiea State: HI Zip: 96701

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Hawaii 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

Execution Date: November 26, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 943,290 1,126,473

Additional number(s) attached Yes No

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

Name: William G. Meyer, III

Internal Address:

Street Address: 900 Fort Street Mall Suite 1800

City: Honolulu State: HI Zip: 96813

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41).....\$ 265.00

- 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.

William G. Meyer, III

Name of Person Signing

Signature

March 21, 2002

Date

9

Total number of pages including coversheet, attachments, and document:

04/08/2002 DBYRNE 00000225 943290

01 FC:481 02 FC:482

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

CONTINUATION OF INFORMATION IN ITEM 4

Trademark Registration No.(s): 1,139,644
1,406,812
1,999,785
1,545,414
2,482,422
2,478,148
2,482,423
2,478,147

TRADEMARK ASSIGNMENT AGREEMENT
(Registrations)

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of November 20, 2001 by CRAZY SHIRTS, INC., a Hawaii corporation ("Assignor"), whose address is 99-969 Iwaena Street, Aiea, Hawaii 96701, to and in favor of ONLY THE BEST, INC., a Hawaii corporation, whose address is 99-061 Koaha Way, Aiea, Hawaii 96701, its successors and assigns ("Assignee");

WITNESSETH:

WHEREAS, Assignor conceived and created, as sole author, and has used in interstate commerce those certain Trademarks identified in Exhibit "A", which is attached hereto and incorporated herein by this reference (all of which are collectively called the "Trademarks");

WHEREAS, pursuant to the *Order (I) Authorizing Sale of the Debtor's Assets and Business Free and Clear of All Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363; (II) Authorizing the Assumption and Assignment of Certain Nonresidential Real Property Contracts and Executory Contracts Pursuant to 11 U.S.C. § 365; and (III) Other Granting Relief (and Exhibit "A")* entered on November 9, 2001 by the United States Bankruptcy Court, District of Hawaii, In re Crazy Shirts, Inc. (Case Number 01-03552), Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of November 20, 2001 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor, as seller, agreed to assign, and Assignee, as purchaser, Assignee desires to acquire any and all rights, title and interest in and to, and the good will of business symbolized by, the Trademarks owned by Assignor and Assignor is willing to assign and transfer to Assignee all of the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **ASSIGNMENT OF THE TRADEMARKS.** Assignor hereby grants, bargains, sells, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the good will of business symbolized by the Trademarks. The Assignment herein includes the maintenance and continuity of goodwill associated with products and services as symbolized by and appurtenant to the Trademarks, and any labels, advertising and promotional releases and all other materials displaying the Trademarks. Assignee shall have the exclusive right to obtain registrations of the Trademarks and all renewals, extensions and Declarations of Use in connection therewith, throughout the world in the sole name of Assignee, its successors or assignees, along with all claims and rights to sue for past, present and future infringements. The rights being assigned comprise all Trademarks rights in the Trademarks of every kind, nature and description, including, but not limited to the right to: (a) use, display or exploit the Trademarks in conjunction with any goods and services; (b) maintain the continuity of the products and/or services presently symbolized by the Trademarks; (c) sell, license or otherwise control the Trademarks; and (d) abandon the use of the Trademarks.

2. **COOPERATION.** Assignor agrees to fully cooperate with Assignee and its representatives in executing any additional documents and taking any additional action that may be required for effecting and recording the Assignment made herein at the United States Patent and Trademarks Office or elsewhere and/or for obtaining Trademarks registrations. Such action includes, but is not limited to, providing Assignee all materials in Assignor's possession that evidence the Trademarks. Assignor shall provide Assignee at its address stated above, the foregoing materials within fifteen (15) calendar days of the date of this Agreement. Assignor also hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact to execute, acknowledge and deliver any documents which Assignee deems necessary to carry out the intent of this Agreement. Such power of attorney is coupled with an interest and is irrevocable.

3. **REPRESENTATIONS AND WARRANTIES.** Assignor acknowledges, represents and warrants that: (a) Assignor is the sole lawful owner of the Trademarks; and (b) Assignor is free to make the present assignment of the Trademarks and the goodwill symbolized thereby, and the rights related to the Trademarks as described in this Agreement, and Assignor will **WARRANT AND DEFEND** the same unto Assignee against the claims and demands of all persons whatsoever.

4. **NO MODIFICATION.** No terms, provisions, or conditions of this Agreement may be modified, altered, amended, changed, or extended in any way without an amendment to this Agreement signed by Assignor and Assignee.

5. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by United States federal and Hawaii State laws. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state or federal court of competent jurisdiction in Honolulu, Hawaii.

6. **SEVERABILITY.** In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

7. **HEADINGS OF PARAGRAPHS.** The headings of paragraphs and subparagraphs herein are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and neither of the parties shall be bound by any promises, representations, or agreements except as are herein expressly set forth.


9. **COUNTERPARTS.** The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

10. **DEFINITIONS.** The terms "Assignor" and "Assignee" as and when used in this Assignment, or any pronouns used in place thereof, shall mean and include each of their respective successors and assigns, according to the context thereof.

11. **FACSIMILE AND COUNTERPARTS.** Facsimile and counterparts signatures on this Assignment shall be effective.


THIS AGREEMENT shall inure to the benefit of and is binding upon the parties hereto and their respective successors and assigns. The undersigned represent that they are duly authorized to execute this Assignment on behalf of the parties and have caused this Agreement to be executed and made effective as of the date first written above.

CRAZY SHIRTS, INC., a Hawaii
corporation

By: 
Its EVP/CFO

"Assignor"

ONLY THE BEST, INC., a Hawaii
corporation

By: 
Its President
Mark R. Hollander

"Assignee"

**TRADEMARK ASSIGNMENT AGREEMENT
EXHIBIT "A"**

CRAZY SHIRTS, INC.

TRADEMARK REGISTRATIONS

<u>COUNTRY</u>	<u>MARK</u>	<u>REGIS #</u>	<u>GOODS</u>	<u>EXPIR. DATE</u>
Andorra	CRAZY SHIRTS	6328	Class 25 (Clothing, footwear & headgear)	5/23/07
Australia	CRAZY SURF	A485,621	Clothing	4/21/09
Australia	CRAZY SHIRTS (Stylized)	A458,003	Class 25	5/1/08
Australia	CRAZY SHIRTS	711,200	Class 42	6/20/06
Austria	CRAZY SHIRTS (Bl. & Stylized)	160,842	Clothing	11/30/05
Bahamas	CRAZY SHIRTS (Stylized)	10,298	Cotton Piece Goods	6/16/09
Bahamas	CRAZY SHIRTS (Stylized)	10,299	Clothing	6/16/09
Benelux	CRAZY SHIRTS (Stylized)	385,860	Clothing	9/23/02
Benelux	CRAZY SHIRTS	519,591	Class 25	9/18/02
Canada	CRAZY SHIRTS	339,528	Silk Screen T-Shirts	4/22/03
Canada	CRAZY SHIRTS (Stylized)	213,872	Silk Screen T-Shirts	5/21/06
Denmark	CRAZY SHIRTS (Stylized)	VR08,800 1995	Class 25	12/28/05
Fiji	CRAZY SHIRTS (Stylized)	20,489	Class 25	4/10/03
Finland	CRAZY SHIRTS (Stylized)	201,833	Class 25	9/30/06
France	CRAZY SHIRTS (Stylized)	1,319,434	Clothing	3/16/05
Greece	CRAZY SHIRTS (Stylized)	124,980	Clothing	6/28/05
Guam	CRAZY SHIRTS (Stylized)	656	T-shirts	9/19/02

<u>COUNTRY</u>	<u>MARK</u>	<u>REGIS #</u>	<u>GOODS</u>	<u>EXPIR. DATE</u>
Israel	CRAZY SHIRTS (Stylized)	51,890	T-shirts	3/29/02
Italy	CRAZY SHIRTS HAWAII (Stylized)	728,059	Clothing	6/16/05
Italy	CRAZY SHIRTS (Stylized)	403,437	25	4/15/02
Japan	CRAZY	694,363	Clothing	1/8/06
Japan	CRAZY SHIRTS	1,681,805	Bags	4/19/04
Japan	CRAZY SHIRTS (Stylized)	2,561,049	Clothing	7/29/03
Japan	CRAZY SHIRTS	2,561,050	Clothing	7/29/03
Japan	CRAZYWORLD (Stylized)	2,645,518	Clothing	4/28/04
Japan	CRAZY SHIRTS (Stylized)	1,865,214	Footwear	5/30/06
Japan	CRAZY SHIRTS (Stylized)	1,877,402	Accessories, buttons, bags, pouches, jewels, artificial flowers and toiletory articles	7/30/06
Japan	CRAZY SHIRTS	3,292,779	Recreation equipment, toys	4/25/07
Japan	CRAZY SHIRTS	3,308,852	Watches, jewelry	5/23/07
Japan	CRAZY SHIRTS	3,308,853	Embroidered Goods	5/23/07
Japan	CRAZY SHIRTS	3,320,812	Glasses	6/13/07
Japan	CRAZY SHIRTS	4,045,558	Paper, stationery	8/22/07
Japan	CRAZY SHIRTS	4,020,271	Woven fabric	7/04/07
Japan	CRAZY SHIRTS (Stylized)	4,050,102	Class 25 (Sport shirts, open-necked shirts, polo shirts, t-shirts and shirts)	8/29/07

<u>COUNTRY</u>	<u>MARK</u>	<u>REGIS #</u>	<u>GOODS</u>	<u>EXPIR. DATE</u>
Korea	CRAZY SHIRTS (Stylized)	363,003	Shirts, beach coverups, hats, caps, t-shirts, jackets, leggings, trousers, sport shirts, polo shirts, pants, swimming suits, sweatshirts, shorts, tights, rain poncho, tank tops, dresses, socks	5/26/07
New Zealand	CRAZY SHIRTS	172,733	Shirts	6/5/08
Norway	CRAZY SHIRTS (Stylized)	181,194	Class 25	4/10/07
Philippines	CRAZY SHIRTS	4-1995- 105955	Class 25	7/19/20
Singapore	CRAZY SHIRTS	5,433/95	Class 25	6/16/05
Spain	CRAZY SHIRTS (Stylized)	1,014,238	Class 25	1/15/05
Sri Lanka	CRAZY SHIRTS	55,212	Class 25	4/19/08
Sweden	CRAZY SHIRTS HAWAII SMALL (Stylized)	310,800	Class 25	3/29/06
Switzerland	CRAZY SHIRTS (Stylized)	276,846	T-Shirts and "Hemden"	12/23/04
Taiwan	CRAZY (Stylized)	204,913	Wearing Apparel	2/15/03
Thailand	CRAZY SHIRTS (Stylized)	KHOR10312 2	Class 25	1/8/08
United Kingdom	CRAZY SHIRTS (Stylized)	B1,045,773	All Class 25	4/29/06
United Kingdom	CRAZY SHIRTS	2,063,526	Class 25	3/23/06
Community Trademark	CRAZY SHIRTS (Stylized)	235,036	Classes 25, 35, 42	4/1/06
Community Trademark	CRAZY SHIRTS	174,235	Class 25	4/1/06
United States	CRAZY SHIRTS (Stylized)	943,290	Silk-Screening T-Shirts	9/18/02
United States	CRAZY SHIRTS	1,126,473	Retail Clothing Store Services	10/29/09
United States	CRAZY SHIRTS	1,139,644	Wearing Apparel. Namely, T-Shirts	9/15/10

<u>COUNTRY</u>	<u>MARK</u>	<u>REGIS #</u>	<u>GOODS</u>	<u>EXPIR. DATE</u>
United States	CRAZYSHORTS	1,406,812	Men's, Women's and Children's Shorts	8/26/06
United States	CRAZY SHIRTS	1,999,785	Tote bags and clothing	9/9/06 (Sec. 8 & 15 due 9/9/02)
United States	Poipu Beach Club (shell in circle)	1,545,414	Classes 21 and 25	6/27/09
United States	SHARKA (Design)	2,482,422	Cl. 25 (shirts, hats, shorts)	8/27/11 (Sec. 8 due 8/27/07)
United States	SHARKA (Design)	2,478,148	Cl. 28 (stuffed toy animals)	8/13/11 (Sec. 8 due 8/13/07)
United States	SHARKA SURF CO.	2,482,423	Cl. 25 (shirts, hats, shorts)	8/27/11 (Sec. 8 due 8/27/07)
United States	SHARKA SURF CO.	2,478,147	Cl. 28 (stuffed toy animals)	8/13/11 (Sec. 8 due 8/13/07)

END EXHIBIT "A"

