

05-22-2002



Form PTO-1594
(Rev. 03/01)
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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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.
6080 Triangle Dr.
Commerce, CA 90040

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State CA
- 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
- Corporation-State CA
- 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: 8/7/01

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

A. Trademark Application No.(s)

1185867

B. Trademark Registration No.(s)

Registration No. 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: 19138 Walnut Dr.

Suite 100

Rowland Heights

City: _____ State: CA Zip: 91748

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ \$40.00

- 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 Lai, Esq.

Name of Person Signing

Signature

5/7/02

Date

Total number of pages including cover sheet, attachments, and document: 5

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

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40.00 DP

TRADEMARK
REEL: 002510 FRAME: 0970

SCHEDULE C

ASSIGNMENT

(Trademark)

WHEREAS, J & L Footwear, Inc., a corporation organized under the laws of the State of California and having offices at 6080 Triangle Drive, Commerce, California 90040 (hereinafter called the "Assignor"), has adopted the trademark JAZZ, and is the owner of the trademark applications and registrations set forth in Schedule 1 annexed hereto (the "Trademark"); and

WHEREAS, (BestFit International Inc., a corporation organized under the laws of the State of California with an address at 900 Canada Court, City of Industry, California 91748, United States, (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 (as better defined in said Agreement);

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

(a) ASSIGNOR by these presents does 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 in the countries set forth in Schedule 1 attached to this Schedule C.

(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 7th day of August, 2001.

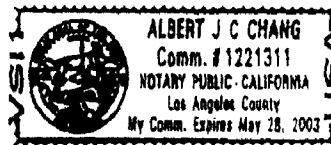
J & L FOOTWEAR, INC.

By: [Signature]
Lilly Liu
President

STATE OF CALIFORNIA)
: ss.:
COUNTY OF LOS ANGELES)

On the 7th 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

SCHEDULE 1

Mark	Country	App No/Date	Reg No/Date	Class	Believed Status
JAZZ	Austria	AM474789 10/4/1989	128839 12/31/1999	25	Registered
JAZZ	Barbados	N/A 11/6/1997		18	Filed
JAZZ	Barbados	N/A 11/6/1997		25	Filed
JAZZ	Bermuda	29412 1/12/1998	29412 1/18/1999	18	Registered
JAZZ	Bolivia	8217 6/22/1998	75897 11/12/1999	35	Registered
JAZZ	Bahamas	20227 12/17/1997	20227 12/17/1997	37	Registered
JAZZ	Bahamas	20228 12/17/1997	20228 12/17/1997	38	Registered
JAZZ	Canada	535276 1/23/1985	329395 6/26/1987		Registered
JAZZ	Switzerland	374098 6/20/1988	374098 6/20/1988	25	Registered
JAZZ	Costa Rica	0010501 12/17/1999	121224 7/27/2000	35	Registered
JAZZ	East Germany	N/A 10/31/1990	DD652977 10/31/1990	25	Registration Expired on 10/31/2000
JAZZ	Germany		1119181 7/1/1997	25	Registered
JAZZ	Germany	39835716 6/26/1998	39835716 4/19/1999	35,38	Registered
JAZZ	Dominican Republic	147422 7/9/1998	98923 9/15/1998	9	Registered
JAZZ	Dominican Republic	147424 7/9/1998	99196 9/15/1998	46	Registered
JAZZ	France	242104 10/9/1990	1626171 10/9/1990	25	Registered
JAZZ	Great Britain		1309177 1/25/1991	25	Registered
JAZZ	Honduras		73046	18	Registered

Mark	Country	App No/Date	Reg No/Date	Class	Believed Status
		8/19/1997	11/27/1998		
JAZZ	Haiti	11T 1/5/1998	101121 7/28/1999	18	Registered
JAZZ	Haiti	12T 1/5/1998	101121 7/28/1999	25	Registered
JAZZ	Israel	77723 9/27/1990	77723 6/4/1997	25	Registered
JAZZ	St. Kitts-Nevis	4751 2/17/1998	4751 10/15/1999	18, 25	Registered
JAZZ	South Korea	3114390 10/23/1990	232651 1/31/1992	27	Registered
JAZZ	Mongolia	2056 8/14/1996	1989 8/14/1996	18, 25	Registered
JAZZ	Mexico	319139 1/9/1998		18	Filed
JAZZ	Mexico	219389 12/8/1994	496104 6/29/1995	25	Registered
JAZZ	Peru	55551 1/21/1998	2372 9/15/1998	18	Registered
JAZZ	St. Christopher-Nevis	4751 2/17/1998		18, 25	Filed
JAZZ	United States	211,183 4/11/1979	1,185,867 1/12/1982	25	Registered
JAZZ	British Virgin Islands	1925 1/6/1998	3232 5/21/1998	37, 38	Registered
JAZZ	Vietnam	30369 8/26/1996	25861 8/26/1996	18	Registered
JAZZ	South Africa	9610420 7/30/1996	9610420 6/1/1999	18	Registered
JAZZ	South Africa	890160 1/11/1989	890160 1/11/1989	25	Registered