

FORM PTO-1618A

F



U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

102179617

Patent and Trademark Office

*MNO  
8.01.02*

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

1. Submission Type

- New
- Resubmission (Non-Recordation)
- Document ID # \_\_\_\_\_
- Correction of PTO Error
- Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document
- Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

2. Name of Conveying Party(ies):

**Garmentex International, Inc.**  
**10 West 33<sup>rd</sup> Street**  
**New York, NY 10001**

3. Name and Address of Receiving Party(ies):

Name: **Big Yank, L.L.C.**  
Street Address: **90 E. 5<sup>th</sup> Street**  
City: **Bayonne**  
State: **NJ** Zip: **07002**

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State **New York**
- Other: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other **New Jersey limited liability company**

Additional Name(s) of conveying attached?  Yes  No

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. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other: \_\_\_\_\_

Effective Date: **July 19, 2002**

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

A. Trademark Applicant No.(s)

B. Trademark Registration No.(s)

**see Schedule A**

Additional Sheet attached?  Yes  No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

**CUSTOMER NUMBER 00136**  
**JACOBSON HOLMAN**  
**400 7th Street, N.W.**  
**Washington, DC 20004**  
**Tel. 202-638-6666**

Attorney Docket No. **T17910/11/12/13/14/14US2**

7. Number of applications and registrations involved: **6**

8. Total fee (37 CFR 3.41)..... \$ **165**  
 Enclosed  
 Any deficiencies in enclosed fees are authorized to be charged to account **06-1358**

10. 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.

**Simor L. Moskowitz**  
Name of Person Signing

*Simor Moskowitz*  
Signature

**August 1, 2002**  
Date

Total number of pages excluding cover sheet: **5**



08/05/2002 D:\TRM 00000242 2196723

01 FC:481  
02 FC:482

40.00 DP  
125.00 DP

DO NOT USE THIS SPACE

**SCHEDULE A**  
**TO**  
**TRADEMARK ASSIGNMENT**

Trademark Registrations and Applications to Register the Trademarks

**UNITED STATES**

<b><u>Mark</u></b>	<b><u>Registration/Application No.</u></b>	<b><u>Issue/Filing Date</u></b>
BIG YANK	2,196,723	10/13/98
BIG YANK	1,489,446	5/24/88
BIG YANK	923,898	11/16/71
BIG YANK & DESIGN	734,960	7/24/62
BIG YANK JUNIOR	186,588	7/22/24
"BIG YANK"	127,985	12/16/19

## EXHIBIT D

### ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT is made this date between GARMENTEX INTERNATIONAL, INC., a New York corporation, whose office and principal place of business is 10 West 33rd Street, New York, New York 10001 (hereinafter referred to as "Assignor"), and BIG YANK, L.L.C., a New Jersey limited liability company, whose office and principal place of business is 90 E. 5th Street, Bayonne, New Jersey 07002 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the trademarks, and the U.S. and foreign registrations and applications therefor, as set forth in Schedule A attached hereto (hereinafter collectively referred to as the "ASSIGNED MARKS"); and

WHEREAS, Assignee is desirous of acquiring the ASSIGNED MARKS, and the listed registrations and applications therefor, and the goodwill of the business pertaining thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby assign, set over and transfer to said Assignee, all of its right, title and interest in and to the ASSIGNED TRADEMARKS, and the listed registrations and applications therefor, and the goodwill of the business associated therewith and pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives as fully and entirely as if the same would have been held and enjoyed by Assignor if this Assignment and transfer had not been made; together with all claims for damages by reason of past infringement of the ASSIGNED MARKS with the right to sue for and

collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, Assignor has caused its name to be signed by its duly authorized member this 19<sup>th</sup> day of July, 2002.

GARMENTEX INTERNATIONAL, INC.

By: [Signature]

ACKNOWLEDGED AND ACCEPTED:  
BIG YANK, L.L.C.  
By: THE HADDAD APPAREL GROUP, LTD.,  
Member

By: [Signature]

STATE OF New Jersey  
) ss.  
COUNTY OF Union ) 19<sup>th</sup> July

On this 19<sup>th</sup> day of June, 2002, before me personally appeared Mr. Alan Haddad who, being by me duly sworn, deposes and says that he is a President of Garmentex International, Inc., the corporation described in and on whose behalf he executed the foregoing Assignment; and that he signed said instrument as an officer of and on behalf of said corporation with authority to do so.

[Signature]  
Notary Public  
JIN CHOON KIM  
Notary Public, State of New Jersey  
My Commission Expires Oct. 28, 2002

My commission expires: \_\_\_\_\_  
[SEAL]

STATE OF NEW JERSEY  
) ss.  
COUNTY OF HUDSON )

On this 29<sup>th</sup> day of July, 2002, before me personally appeared Mr. Marc Weintraub who, being by me duly sworn, deposes and says that he is a Vice President of The Haddad Apparel Group, Ltd., a member of Big Yank, L.L.C., the limited liability company described in and on whose behalf said member executed the foregoing Assignment; and that he signed said instrument as an officer of and on behalf of said member of said limited liability company with authority to do so.

[Signature]  
Notary Public  
ROGER BAUM  
NOTARY PUBLIC, STATE OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 11, 2007

My commission expires: FEB. 11, 2007  
[SEAL]

Takeoff from  
Exhibit (B) 5

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**OTHER COUNTRIES**

<b><u>MARK</u></b>	<b><u>REGISTRATION NO.</u></b>	<b><u>ISSUE DATE</u></b>	<b><u>COUNTRY</u></b>
BIG YANK	71294	3/21/72	Austria
BIG YANK	300,334	5/3/71	Benelux
BIG YANK	303,311	10/29/71	Benelux
BIG YANK	UCA 2767	2/12/34	Canada
BIG YANK	28405 (Renewal No. 21307)	10/9/63	Costa Rica
BIG YANK	2045	5/19/47	Curacao
BIG YANK	161,023	9/20/72	Czech Republic
BIG YANK	251,179/1,021,333 (Renewal No. 1,465,676)	6/28/77	France
YANK	241,180/1,021,334 (Renewal No. 1,483,097)	6/28/77	France
BIG YANK	781,554	9/2/63	Germany
BIG YANK	243/1948	1/2/48	Hong Kong
BIG YANK	115,061	1/20/72	Hungary

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUE DATE</u>	<u>COUNTRY</u>
BIG YANK	165/1972	7/20/72	Iceland
BIG YANK	105,058	7/20/82	Ireland
BIG YANK	3337053	8/8/97	Japan
BIG YANK	15,520	10/2/78	Jordan
BIG YANK	M/79350	---	Malaysia
BIG YANK	B99584	2/7/72	New Zealand
BIG YANK	18634	10/13/78	OAPI
BIG YANK	64414	7/4/78	Russia (USSR)
BIG YANK	B76680	7/19/78	Singapore
BIG YANK	195,622 (Renewal No. 320,316)	---	Switzerland
BIG YANK	390258	2/1/88	Taiwan
BIG YANK	B838233	8/17/62	United Kingdom
BIG YANK	16784 (Renewal No. 876)	3/28/72	Vietnam
BIG YANK	824961	8/17/99	European Community