



FORM

REGISTRATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6)

102209666

TRADEMARKS ONLY

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)
LP Innovations Inc.

08-27-02

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

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

2. Name and address of receiving party(ies)
 Name: **Designs LPI Corp.**

Internal Address:

Street Address: **66 B Street**

City: **Needham** State: **MA** Zip: **02494**

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

OFFICE OF PUBLIC RECORDS
 2002 AUG 27 AM 10:41
 FINANCE SECTION

3. Nature of conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other

Execution Date: **05/14/02**

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) **2,407,697**

Additional numbers attached? Yes No (see attached continuation sheet)

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

Name: **Peter Smith, Esq.**

Internal Address: **Kramer Levin Naftalis & Frankel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **New York** Zip: **10022**

6. Total number of applications and registrations involved..... **2**

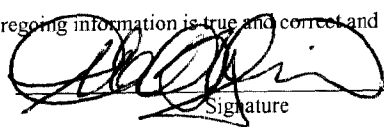
7. Total fee (37 CFR 3.41) **\$65.00**

Enclosed
 Authorized to be charged to deposit account # **50-0540**

8. Deposit account number: **50-0540**
 (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.

Erica Klein, Esq.  **8/27/2002**

Name of Person Signing _____ Date _____

Total number of pages including cover sheet, attachments, and document: **6**

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

09/30/2002 TBIAZ1 00000156 2407697

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

RFCST.PTO

**RECORDATION FORM COVER SHEET
CONTINUATION SHEET**

ITEM 4. APPLICATION NUMBER (s) OR REGISTRATION NUMBER (s):

(assigned from LP Innovations Inc.)

UNITED STATES TRADEMARK APPLICATIONS

MARK

APPLICATION NUMBER

SECUREX

76/261702

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT entered into and effective as of May 14th, 2002, is by and between LP Innovations Inc., a Massachusetts corporation located at 555 Turnpike Road, Canton, Massachusetts 02021 ("Assignor"), and Designs LPI Corp., a Delaware corporation located at 66 B Street, Needham, Massachusetts 02494 ("Assignee").

WHEREAS, to the knowledge of Assignor, Assignor owns or holds valid rights to use the trademarks and service marks set forth on Schedule 1 (collectively, the "Marks") and is the record owner of the registrations and applications for registration for the Marks (the "Registrations"); and

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of selling all of Assignor's rights, title, and interest in and to said Marks and Registrations, together with the good will of the business and confirmation of the same;

NOW, THEREFORE, subject to the terms of the Asset Purchase Agreement dated as of May 2, 2002 (the "Purchase Agreement"), by and among Buckmin Inc., Casual Male Corp. (f/k/a J.Baker Inc.), Elm Equipment Corp., ISAB Inc., JBI Apparel Inc., JBI Holding Company Inc., JBI Inc., LP Innovations Inc., Morse Shoe Inc., Morse Shoe International Inc., Spencer Companies Inc., TCM Holding Company Inc., TCMB&T Inc., The Casual Male Inc., White Cap Footwear, Inc., JBAK Canton Realty, Inc., and WGS Corp., and Designs, Inc., and for consideration, the sufficiency of which is hereby expressly acknowledged by the parties, Assignor does, without reservation, sell, assign and transfer to Assignee all of Assignor's entire right, title and interest in and to the Marks and Registrations, including all common law rights relating thereto, together with the good will of the business symbolized by the Marks and Registrations.

Notwithstanding anything to the contrary herein, nothing herein shall modify, expand or reduce any of the party's respective rights or obligations as set forth in the Purchase Agreement and the Approval Order as such term is defined in the Purchase Agreement.

SCHEDULE 1

(assigned from LP Innovations Inc.)

UNITED STATES TRADEMARK REGISTRATIONS

MARK

REGISTRATION NUMBER

LPI INNOVATIONS YOUR LOSS
PREVENTION SOLUTION

2407697

UNITED STATES TRADEMARK APPLICATIONS

MARK

APPLICATION NUMBER

SECUREX

76/261702