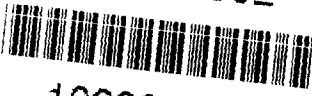


10-29-2002

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



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): CHIPWICH, INC. 10-23-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: INTEGRATED BRANDS, INC.
Internal Address:
Street Address: 4175 Veteran's Highway, 3rd Fl.
City: Ronkonkoma State: NY Zip: 11779
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State New Jersey
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: 08/19/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/458,671
B. Trademark Registration No.(s) 1397179; 1397006
1253994; 1112416; 2386114; 1354515;
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1397179; 1397006
1253994; 1112416; 2386114; 1354515;
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Claudia Cantarella
Internal Address: Willkie Farr & Gallagher
Street Address: 787 Seventh Avenue
City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41).....\$ 190.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 23-2405

DO NOT USE THIS SPACE

9. Signature.
Claudia Cantarella
Name of Person Signing
Signature
Date: October 23, 2002

OFFICE OF PATENT RECORDS
2002 OCT 23 PM 2:10
FINANCE SECTION

10/28/2002 TBIAZ1 00000157 232405 75458671

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

FC:8521 40.00 CH
FC:8522 150.00 CH

TRADEMARK REEL: 2606 FRAME: 0175

**TRADEMARK ASSIGNMENT**

This Assignment is made on this 19 day of August, 2002 (the "Trademark Assignment") between Chipwich, Inc., a New York corporation, and Richard LaMotta, an individual (collectively "Assignor(s)") and Integrated Brands, Inc., a New Jersey corporation ("Assignee").

WHEREAS, Assignors, as the case may be, own all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights and domain name rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (the "Trademarks"); and

WHEREAS, by an Asset Purchase Agreement, dated as of August 19, 2002, Assignors have sold all of the assets, properties and rights of Assignors, as the case may be, relating to Assignor's business to Assignee, and in connection therewith, Assignors have agreed to assign and Assignee has agreed to acquire, all right, title and interest in and to the Trademarks, together with all of the goodwill associated therewith, and all rights to claims of past infringement thereof.

NOW THEREFORE, in consideration for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors do hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignors' right, title, and interest in and to the Trademarks throughout the world, including all applications and registrations therefor and all goodwill pertaining thereto, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignors to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

Assignors hereby agree to execute upon the request of Assignee, at Assignors expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.



**SCHEDULE A**

## 1. Registrations and Applications in the Name of Richard LaMotta

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REG. NO. (APP. NO.)</b>	<b>REG. DATE (APP. DATE)</b>	<b>CLASS</b>
ICE CREAM CANDY BAR (Stylized)	US	1377748	January 7, 1986	30
CHIPWICH	Denmark	1983 2429 VR	August 5, 1983	30
Miscellaneous Design	Denmark	1982 376 VR	January 22, 1982	30
CHIPWICH	Italy	(5539 2001 MI)	(May 18, 2001)	29, 30
CHIPWICH	Italy	399459	February 3, 1986	29, 30
Miscellaneous Design	Italy	395398	January 27, 1986	30
CHIPWICH	Sweden	180513	March 12, 1982	30
CHIPWICH	Switzerland	P 312756	N/A	29, 30

## 2. Registrations and Applications in the Name of Chipwich, Inc.

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REG. NO. / (APPL. NO.)</b>	<b>REG. DATE/ (APPL. DATE)</b>	<b>CLASS</b>
Miscellaneous Design (Design of Chipwich)	US	1397179	June 10, 1986	42
Miscellaneous Design (Design of Chipwich)	US	1397006	June 10, 1986	30
CHIPWICH	US	1253994	October 11, 1983	42
CHIPWICH	US	1112416	January 30, 1979	30
CHIPWICH	US	2386144	September 12, 2000	30

DOUBLE DUTCH	US	(75-458671)	(March 30, 1998)	30
DOUBLE DUTCH (Stylized)	US	1354515	August 13, 1985	30
CHIPWICH	CANADA	TM295,293	September 21, 1984	29

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RECORDED: 10/23/2002

TRADEMARK  
REEL: 2606 FRAME: 0179