

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRAFALGAR, LTD.		02/19/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	VERGIER HOLDINGS, LLC
Street Address:	350 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10118
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number
Registration Number:	1594122
Registration Number:	2433747
Registration Number:	2386603
Registration Number:	2385867
Registration Number:	1153940

CORRESPONDENCE DATA

Fax Number: (212)286-0854
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-697-5995
 Email: ptodocket@arelaw.com
 Correspondent Name: Chester Rothstein, Esq.
 Address Line 1: Amster, Rothstein & Ebenstein
 Address Line 2: 90 Park Avenue

CH \$140.00 78142924

Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:

92047-0001

NAME OF SUBMITTER:

Chester Rothstein, Esq.

Total Attachments: 7

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OMNIBUS ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is effective this 19th day of February, 2003 ("Effective Date"), from TRAFALGAR, LTD., a Delaware corporation located at 2292 Wilson Avenue, Norwalk, CT ("Assignor"), to VERGIER HOLDINGS, LLC, a New York limited liability company located at 350 Fifth Avenue, New York, NY 10118 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Purchase Agreement dated as of the Effective Date (the "Purchase Agreement"); and

WHEREAS, capitalized terms not otherwise defined herein are defined as in the Purchase Agreement; and

WHEREAS, Assignor is the owner of certain intellectual property assets; and

WHEREAS, pursuant to Section 1.1(i) of the Purchase Agreement, Assignor sells, conveys, transfers, assigns and delivers to Assignee, *inter alia*, all of Assignor's right, title and interest in and to the trademark "Ghurka" and all names, service marks, logos and slogans, whether or not registered, which are used by Seller in connection with the Ghurka Business, except for the name MARLEY HODGSON and the initials MH (the "Hodgson Trademarks"), which are expressly excluded from this assignment (the "Trademarks"), and the goodwill associated with the Trademarks, and such assigned assets include but are not limited to the trademark applications and registrations listed on Schedule A attached hereto; and

WHEREAS, this Omnibus Assignment of Trademarks hereby assigns such assets, including but not limited to the assets scheduled on Schedule A hereof.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Purchase Agreement), the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, free and clear of all liens and encumbrances, in and to the trademark "Ghurka" and all names, service marks, logos and slogans, whether or not registered, which are used by Seller in connection with the Ghurka Business, except for the name MARLEY HODGSON and the initials MH (the "Hodgson Trademarks"), which are expressly excluded from this assignment (the "Trademarks"), and the goodwill associated with the Trademarks, together with the goodwill of the business, and in the event that any Trademarks are intent-to-use applications, that portion of the business to which such Trademarks apply, including but not limited to the trademark applications and registrations listed on Schedule A attached hereto.

Immediately following and continuing after the execution of this Omnibus Assignment of Intellectual Property, Assignor shall provide to Assignee, at no expense to Assignor, whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to

Assignee of all of Assignor's right, title, and interest in and to the Trademarks, free and clear of all liens and encumbrances, including all applications and registrations in all those countries as set forth in the annexed Schedule, and all related goodwill.

Nothing in this Omnibus Assignment is intended to limit the grants made in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

TRAFALGAR, LTD.

By 

Name: Marley Hodgson

Title: President

AGREED TO:

VERGIER HOLDINGS, LLC

By 

Name: STEVEN M. GERBER

Title: VP

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 9th day of February, 2003, before me personally appeared MARLEY HODGSON, to me known, who, being by me duly sworn, did depose and say that he/she resides at _____, and that he/she is the President of TRAFALGAR, LTD., a company organized under the laws of the State of Delaware, described in and who executed the foregoing instrument with full authority, and that he/she signed his/her name thereto pursuant to such authority.

Steven M. Gerber

Notary Public

STEVEN M. GERBER
NOTARY PUBLIC, State of New York
No. 02GE5003955
Qualified in New York County
Commission Expires Nov. 9, 2006

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 19th day of February, 2003, before me personally appeared Steven M. Gerber, to me known, who, being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is the Vice President of VERGIER HOLDINGS, LLC., a New York limited liability company, described in and who executed the foregoing instrument with full authority, and that he/she signed his/her name thereto pursuant to such authority.

Ira Daniel Tokayer

Notary Public

IRA DANIEL TOKAYER
Notary Public, State of New York
Not. No. ~~21~~ 4941432
Qualified in New York County
Commission Expires ~~August 15, 1999~~

01/17/06

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Action Due</u>	<u>Due Date</u>
GHURKA	United States of America	803,800	1,594,122	Registered	Next Renewal	01-May-2010
GHURKA	China	950165519	1,027,201	Registered	RENEWAL DUE LATE RENEWAL DATE	13-Jun-2007 14-Dec-2007
GHURKA	China	950165518	1,028,425	Registered	RENEWAL DUE LATE RENEWAL DATE	13-Jun-2007 14-Dec-2007
GHURKA	Hong Kong	5763/95	10483/96	Registered	Next Renewal	15-May-2016
GHURKA	Hong Kong	5764/95	10484/96	Registered	Next Renewal	15-May-2016
GHURKA	Korea, South	95-25164	363,890	Registered	RENEWAL DUE LATE RENEWAL DATE	31-May-2007 30-Nov-2007
GHURKA	Korea, South	95-25163	373,300	Registered	RENEWAL DUE LATE RENEWAL DATE	27-Aug-2007 27-Feb-2008
GHURKA	Taiwan	84-033489	722,654	Registered	RENEWAL DUE RENEWAL 15-Jul-2006 AFFIDAVIT DUE	15-Jul-2006
GHURKA	Taiwan	84-033488	726,353	Registered	RENEWAL 31-Aug-2006 AFFIDAVIT DUE RENEWAL DUE	31-Aug-2006

<u>Trademark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Status:</u>	<u>Action Due</u>	<u>Due Date</u>
GHURKA	United States of America	75/175,955	2,433,747	Registered	Aff of Use - 5 Year Aff of Use - 6 Year First Renewal	06-Mar-2006 06-Mar-2007 06-Mar-2011
GHURKA	Argentina	2,103,776	1,706,060	Registered	First Renewal	20-Nov-2008
GHURKA	Argentina	2,103,777	1,706,061	Registered	First Renewal	20-Nov-2008
GHURKA	United States of America	75/979,641	2,386,603	Registered	Aff of Use - 5 Year Aff of Use - 6 Year First Renewal	12-Sep-2005 12-Sep-2006 12-Sep-2010
GHURKA & DESIGN	Japan	80352/79	1,584,237	Registered	Next Renewal	27-Apr-2003
GHURKA IN CHINESE CHARACTERS	China	950165525	1,027,204	Registered	RENEWAL DUE LATE RENEWAL DATE	13-Jun-2007 14-Dec-2007
GHURKA IN CHINESE CHARACTERS	China	950165524	1,028,424	Registered	RENEWAL DUE LATE RENEWAL DATE	13-Jun-2007 14-Dec-2007
GHURKA IN CHINESE CHARACTERS	Taiwan	84-033491	726,792	Registered	RENEWAL DUE RENEWAL 31-Aug-2006 AFFIDAVIT DUE	31-Aug-2006



<u>Trademark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Status:</u>	<u>Action Due</u>	<u>Due Date</u>
GHURKA IN CHINESE CHARACTERS	Taiwan	84-033490	724,948	Registered	RENEWAL 15-Aug-2006 AFFIDAVIT DUE RENEWAL DUE	15-Aug-2006
*GHURKA IN CHINESE CHARACTERS	Hong Kong	525/96	3727/1997	Registered		
*GHURKA IN CHINESE CHARACTERS	Hong Kong	524/96	3726/1997	Registered	RENEWAL DUE	16-Jan-2003
GHURKA IN KOREAN CHARACTERS	Korea, South	95-48595	373,342	Registered	RENEWAL DUE	16-Jan-2003
GHURKA IN KOREAN CHARACTERS	Korea, South	95-48597	378,993	Registered	RENEWAL DUE LATE RENEWAL DATE	27-Aug-2007 27-Feb-2008
GHURKA	United States of America	75/175,954	2,385,867	Registered	RENEWAL DUE LATE RENEWAL DATE	22-Oct-2007 22-Apr-2008
THE ORIGINAL GHURKA BAG & DESIGN	United States of America	211,428	1,153,940	Registered	Aff of Use - 5 Year Aff of Use - 6 Year First Renewal RENEWAL DUE	12-Sep-2005 12-Sep-2006 12-Sep-2010 31-Aug-2006
					Next Renewal	12-May-2011

* - Renewal was due January 16, 2003. Revival possible upon payment of fee.