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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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):
Live and Let Live Apparel, LLC
2422 Lee Avenue
South El Monte, California
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2-14-03

2. Name and address of receiving party(ies)
Name: Oneworld Apparel, Inc.
Internal
Address: _____
Street Address: 2422 Lee Avenue
City: South El Monte State: CA Zip: 91733
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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: 1/31/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 2,335,860;
2,365,723; 2,303,585
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Peter J. Riebling
Internal Address: Arter & Hadden, LLP
Suite 300L
Street Address: 1801 K Street, NW
City: Washington State: DC Zip: 20006-1304

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41).....\$ 120.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
01-0250

DO NOT USE THIS SPACE

9. Signature.
PETER J. RIEBLING Peter J. Riebling 2-11-03
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 6

03/05/2003 ECDOPER 00000076 012620 2225844
91 FC:0521 40.00 CH
92 FC:0522 50.00 CH

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

TRADEMARK
REEL: 002684 FRAME: 0429

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into on January 31, 2002, between HSBC BUSINESS CREDIT (USA) INC., as successor in interest to Republic Business Credit Corporation, formerly known as Republic Factors Corp. ("Factor") and ONEWORLD APPAREL INC., a California corporation (the "Buyer"), on the other hand.

This Agreement is entered into with reference to the following facts:

A. LIVE AND LET LIVE APPAREL, LLC, a California limited liability company ("Company"), has defaulted on all of its presently outstanding obligations owing to Factor (the "Obligations"), including, but not limited to, the Obligations arising under or pursuant to (a) that certain Factoring Agreement, dated February 18, 1997, between Factor and Company, as amended from time to time (the "Factoring Agreement"), (b) that certain Continuing General Security Agreement, dated May 24, 2001, between Factor and Company (the "Security Agreement"), and (c) various other agreements entered into in connection with the Factoring Agreement (such other agreements, together with the Factoring Agreement and Security Agreement, are collectively referred to as the "Factoring Documents"). Factor has declared the Obligations to be immediately due and owing. Factor has a security interest in substantially all of the assets of Company. Among the assets of Company that secure the Obligations are the following: all of Company's inventory, trademarks, trade names and goodwill (collectively, the "Collateral"). Factor has perfected its security interest in the Collateral to the extent a security interest in such Collateral can be perfected by the filing of a Uniform Commercial Code Financing Statement (Form UCC-1) in the office of the California Secretary of State. Notice of a private foreclosure sale pursuant to Section 9624 of the California Uniform Commercial Code has been waived by Company in writing, post default. Factor has the immediate right to exercise all of its rights and remedies against Company and to enforce its security interest in the Collateral.

B. Factor have made diligent efforts to obtain a purchaser for the Collateral and has determined that Buyer is the best purchaser. Any such sale must be concluded immediately, because Company does not have the ability to continue in business and the Collateral may lose value. Factor believes that the best price and terms reasonably obtainable for a sale of the Collateral are those described herein, taking into account the time pressure for a sale and the expectation that substantially less would be received for the Collateral if there are significant time delays in selling the Collateral.

Now, therefore, the parties agree as follows:

1. Sale of Collateral.

1.1 Sale and Delivery. At a closing ("Closing"), to be held concurrently herewith, Factor will sell to Buyer, in a private sale under Section 9610 of the California Commercial Code, and Buyer will purchase from Factor, the Collateral. Buyer shall make its own arrangements to obtain possession of the Collateral.

1.2 Purchase Price. The purchase price (the "Purchase Price") for the Collateral is Fifty Thousand Dollars (\$50,000) which Buyer shall pay to Factor by check concurrent with the execution of this Agreement.

1.3 Further Assurance. Factor agrees to execute and deliver to Buyer, upon Buyer's written request, such further instruments of assignment and transfer as may, in Buyer's reasonable discretion, be necessary or desirable to pass to Buyer title to the Collateral consistent with this Agreement.

1.4 Limited Warranty of Title. Factor represents and warrants that (i) Factor has a perfected security interest in the Collateral to the extent a security in the Collateral can be perfected by the filing of a Uniform Commercial Financing Statement (Form UCC-1) in the office of the California Secretary of State, (ii) Factor is not aware of any security interests or liens on the Collateral that have priority over the security interest of Factor in the Collateral; provided, however, Buyer acknowledges that Factor has not conducted a search of the records of the California Secretary of State in connection with this representation and warranty, (iii) Factor has the immediate right to exercise all of its rights and remedies against Company and to enforce its security interest in the Collateral, and (iv) Factor is conveying to Buyer all of Company's right, title and interest in the Collateral, free and clear of all liens, security interests and encumbrances which are junior and subordinate to the security interests of Factor in the Collateral. In this connection, no warranty is made, or defense will be given, as to any claims or liens of contractors with statutory liens or proprietary rights under applicable federal, state or other law. Factor will defend Buyer's title to the Collateral to the extent of the limited warranty of title contained in this Section.

2. Conditions Precedent. As conditions precedent to the effectiveness of this Agreement, the following are to be delivered to the designated party:

2.1 Buyer shall deliver to Factor ~~a certified copy of its corporate resolutions authorizing the transactions contemplated by this Agreement, together with~~ the check for the full amount of the Purchase Price.

2.2 Factor shall deliver to Buyer an executed Certificate of Sale.

3. Sale As Is, Where Is. THE COLLATERAL ARE BEING SOLD AND PURCHASED AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE), EXCEPT AS HEREIN EXPRESSLY SET FORTH. Without limiting the generality of the foregoing, Buyer acknowledges that Buyer is not relying on any representation or warranty of Factor, express or implied, except as herein expressly set forth. Other than the Collateral delivered by Factor to Buyer, Buyer shall be responsible for obtaining possession of the Collateral from Company.

4. Notices. All notices to be given under this Agreement shall be in writing and shall be given either personally or by reputable private delivery service or by regular first-class

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mail, or certified mail return receipt requested, or by fax (and if by fax, sent concurrently by one of the other methods provided herein), addressed to the parties at the addresses shown below, or at any other address designated in writing by one party to the other party. All notices shall be deemed to have been given upon delivery in the case of notices personally delivered, or at the expiration of one business day following delivery to the private delivery service, or two business days following the deposit thereof in the United States mail, with postage prepaid or on the first business day of receipt in the case of notices sent by fax.

If to Factor: HSBC Business Credit (USA) Inc.
1000 Wilshire Boulevard
Suite 400
Los Angeles, California 90017
Attn: Ron Garber
Fax: 213-312-3600

with a copy to: William Schoenholz, Esq.
Buchalter, Nemer, Fields & Younger
601 S. Figueroa Street, 24th Floor
Los Angeles, California 90017
Fax: 213-896-0400

If to Buyer: Oneworld Apparel, Inc.
2422 Lee Avenue
South El Monte, California 91733
Attn: Stewart Chessick
Fax: 626-444-2290

5. Integration: Amendment. This Agreement sets forth in full the terms of the agreement between Factor and Buyer with respect to the subject matter hereof and is intended as the full, complete and exclusive contract governing the agreement between Factor and Buyer regarding the subject hereof. This Agreement supersedes all prior discussions, promises, representations, warranties, agreements and understandings between Factor and Buyer regarding the subject hereof. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought. No course of dealing between the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain or modify any term or provision of this Agreement or any supplement or amendment thereto.

6. General. Any waiver of any breach of this Agreement in a particular instance shall not operate as a waiver of subsequent breaches of the same or a different kind. Any party's exercise or failure to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the party's right to exercise the same or different rights in subsequent instances. Nothing herein constitutes a waiver of any of Factor's rights and remedies against Company or any other person, firm or corporation. In the event of any litigation between the parties based upon or arising out of this Agreement, the prevailing party shall be entitled to recover all of its reasonable costs and expenses (including without limitation reasonable

attorneys fees) from the non-prevailing party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that Buyer may not assign or transfer any rights hereunder, nor delegate any duties hereunder, without the prior written consent of Factor. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person other than Factor and Buyer. There are no third party beneficiaries of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect. The headings in this Agreement are solely for convenience and shall be given no effect in the construction or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same agreement. Time is of the essence in the performance of the obligations of the parties hereunder. The Recitals at the beginning of this Agreement are hereby incorporated herein and are part of this Agreement.

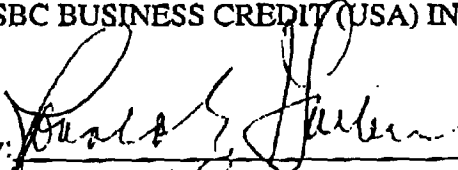
7. WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

8. Governing Law. This Agreement is being entered into in the State of California. This Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of California.

HSBC BUSINESS CREDIT (USA) INC.

By:

Title:

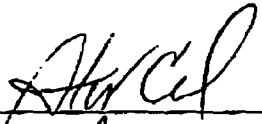


E.V.

ONEWORLD APPAREL, INC.

By:

Title:



President

January 22, 2002

HSBC Business Credit (USA) Inc.
1000 Wilshire Boulevard, Suite 400
Los Angeles, California 90017

Gentlemen:

We refer to the Factoring Agreement between us dated January 22, 2002, as the same may be amended from time to time (the "Factoring Agreement"). Capitalized terms below have the meanings given in the Factoring Agreement.

This shall confirm that Receivables may be evidenced by invoices containing the following tradenames or tradestyles (collectively, the "Tradestyle(s)"):

Barley & Hops	100% Pure Gear	Xcit
City Sweats	34 Degrees West	B. Friends
Collection by Dorian Bolick	One World	Xcel
Unity	Energe	Xcit Moda

This shall confirm that: the Tradestyle(s) are used by us in connection with the conduct of our business and is/are not the name(s) of a separate entity or entities; Receivables evidenced by invoices referring to the Tradestyle(s) are subject in all respects to the Factoring Agreement; we have the full right and authority to use the Tradestyle(s); and our use of the Tradestyle(s) does not violate the rights of any person or entity and will not vest in any person or entity any claim to or interest in Receivables or other assets of ours.

Very truly yours,

ONEWORLD APPAREL, INC.

By: *Alan Cep*
Title: *President*