

07-09-2003

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): 7-7-03
 R.G. Barry Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporate -Ohio
 Other

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

2. Name and address of receiving party(ies)

Name: AmAsia International Ltd.

Internal Address: 34 Third Avenue
 Street Address:
 City: Burlington State: MA ZIP: 01803

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation 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: April 14, 2003

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s)
1,081,789
1,282,610
1,294,406
2,079,455
1,306,051

Additional numbers attached? Yes No

6. Total number of registrations involved:

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
06-1075
 (Attach duplicate copy of this page if paying by deposit account)

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

Name: Kristen L. Fancher, Esq.
 Internal Address: Fish & Neave
 Street Address: 1251 Avenue of the Americas
 City: New York State: NY ZIP: 10020

07/08/2003 DBYRME 00000058 1081789

01 FC:0521 40.00 OP
 02 FC:0522 100.00 OP

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.

DO NOT USE THIS SPACE

Kristen L. Fancher, Esq. [Signature] 6/30/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 002774 FRAME: 0119

TRADEMARK ASSIGNMENT

WHEREAS, R.G. BARRY CORPORATION, an Ohio Corporation, located at 13405 Yarmouth Road N.W., Pickerington, Ohio, 43137, ("Assignor") is the owner of the marks in the attached Schedule A (the "Marks") and the corresponding registrations;

WHEREAS, prior to the effective date of this Assignment, Assignor was the owner of the entire right, title and interest in the Marks, free and clear of any liens and encumbrances; and

WHEREAS, AMASIA INTERNATIONAL LTD. a Massachusetts Corporation, having an address at 34 Third Avenue, Burlington, Massachusetts, 01803 ("Assignee"), is desirous of acquiring from Assignor all right, title and interest in and to said Marks and trademark registrations, and associated goodwill;

NOW THEREFORE, said Assignor hereby confirms and ratifies the assignment of rights stated herein effective as of February 1, 2003, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, assigned and transferred, and by these presents does sell, assign and transfer, unto said Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to said Marks, said registrations and all common law trademark rights in said Marks, and with the goodwill and other incidents of its business associated with or symbolized by said Marks, together with the right to sue for and to collect damages or any other compensation for past infringement, dilution, or misuse of said Marks. Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer, perfect, record, maintain,

register or enforce the rights of Assignee in and to the Marks, with each party bearing its own costs.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized representative.

R.G. BARRY CORPORATION

By:

Michael Vasnovy
VP ASST TREASURER

Name and Title MICHAEL VASNOVY

Dated:

14 APRIL 2003

State of OHIO)

County of FAIRFIELD)

On this 14 of APRIL, 2003, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that s/he had authority to sign the above Agreement, on his/her Company's behalf and that s/he did so of his/her free will, and s/he duly acknowledged to me that s/he executed the same for the uses and purposes therein set forth.

Laverne K. Foe

Notary Public

LAVERNE K. FOE

Notary Public, State of Ohio

My Commission Expires July 19, 2007

Recorded in Franklin County

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SCHEDULE A**I. U.S. TRADEMARK REGISTRATIONS**

TRADEMARK	REGISTRATION NO.	GOODS	REGISTRATION DATE
MUSHROOMS Design	1,081,789	Shoes, slippers and sandals in Class 25.	January 10, 1978
MUSHROOMS	1,282,610	Clothing - namely blouses, shirts, skirts, sweaters, pants, jackets and coats in Class 25.	June 19, 1984
MUSHROOMS & Design	1,294,406	Cloth covers for small household appliances, towels, washcloths and potholders in Class 24.	September 11, 1984
MUSHROOMS	2,079,455	Slippers, shoes and sandals in Class 25.	July 15, 1997
MUSHROOMS & Design	1,306,051	Footwear in Class 25.	November 20, 1984