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Form PTO-1594  
(Rev. 10/02)  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): CMG, Inc.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership            <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Tarrant Apparel Group</u> Internal Address: _____ Street Address: <u>3151 E. Washington Blvd.</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90023</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>California</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other Agreement for Purchase of Assets</p> <p>Execution Date: <u>3/22/03</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1,765,285</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jill M. Pietrin, Esq.</u> Internal Address: _____ <u>Manatt, Phelps &amp; Phillips, LLP</u> Street Address: <u>11355 W. Olympic Boulevard</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90064</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>DA 131 241</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
<b>DO NOT USE THIS SPACE</b>	
<p>9. Statement and signature. <i>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.</i></p> <p><u>Jill M. Pietrini</u>                                      <u>Jill M. Pietrini</u>                                      <u>October 10, 2003</u> Name of Person Signing                                      Signature                                      Date</p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">17</span></p>	

Mail documents to be recorded with required cover sheet information to:  
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EXHIBIT 10.69

AGREEMENT FOR PURCHASE OF ASSETS  
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THIS AGREEMENT FOR PURCHASE OF ASSETS is made and effective as of the twenty-third day of March, 1999, by and among CMG, INC., a California corporation (the "Seller"), CHARLES CHALLIAN (the "Shareholder"), CHAZZZ ACQUISITION, L.L.C., a Delaware limited liability company (the "Purchaser"), and, with respect only to Section 7.20, TARRANT APPAREL GROUP, a California corporation (the "Parent"), with respect to the following facts:

- A. The Seller is engaged in the design, development, production and sale of apparel.
- B. The Shareholder owns all the issued and outstanding capital stock of the Seller.
- C. The Purchaser is a wholly-owned subsidiary of the Parent.
- D. The Purchaser desires to purchase from the Seller, and the Seller desires to sell to the Purchaser, certain assets, all upon the terms and conditions contained herein.

ACCORDINGLY, subject to the terms and conditions of this Agreement, and on the basis of the premises, representations, warranties and agreements contained herein, the parties hereto agree as follows:

1. PURCHASE AND SALE OF ASSETS  
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1.1 Purchase and Sale.  
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(a) The Seller shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase and take from the Seller, (i) on the Closing Date (as defined below), those property and assets of the Seller set forth on Schedule 1.1(a), as the same shall exist on the Closing Date and (ii)

from time to time after the Closing Date, any inventory (including any work-in-process, finished goods, fabric, trim or accessories) held by the Seller against customer orders or anticipated orders which provide for an average gross profit margin of at least 15% (the "Inventory"). The term "Assets" shall mean all property and assets of the Seller purchased by the Purchaser under this Agreement.

(b) From time to time after the Closing Date, the Purchaser shall have the right, but not the obligation, to purchase from the Seller, and the Seller shall sell to the Purchaser, at the Seller's actual cost, any inventory not purchased pursuant to Section 1.1(a).

(c) Notwithstanding anything to the contrary contained herein, the Seller shall not sell, assign, transfer, convey or deliver to the Purchaser hereunder, and shall retain, the property and assets of the Seller set forth on Schedule 1.1(c).

1.2 Purchase Price.  
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1.3 Assumption of Liabilities.  
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#### 1.4 Delivery of Assets.

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(a) Delivery of possession of the Assets shall be deemed to have occurred for all purposes at 11:59 P.M. (local time) on the day before the Closing Date, and all risk of loss, whether or not covered by insurance, shall be on the Seller until such date and time and on the Purchaser thereafter.

(b) On the Closing Date, the Seller shall deliver to the Purchaser physical possession of the Assets wherever located. With respect to any Assets which cannot be physically delivered because they are in the possession of third parties, or otherwise, the Seller shall give irrevocable instructions to the party in possession thereof that all right, title and interest in and to the same shall have been vested in the Purchaser, and shall take such further action and execute and deliver such further documents, at the Seller's sole cost and expense, as the Purchaser reasonably may request to cause any such person to deliver physical possession of any Assets held by it to the Purchaser.

(c) On the Closing Date, and from time to time thereafter, at the request of the Purchaser, the Seller and the Shareholder shall execute and deliver to the Purchaser all such bills of sale, endorsements, assignments, consents and other documents and instruments of conveyance, transfer, assignment and further assurances as shall be necessary or desirable, in the reasonable opinion of counsel to the Purchaser, to vest in or to confirm in the Purchaser good title in and to the Assets. On the Closing Date, and from time to time thereafter, at the request of the Seller, the Purchaser shall execute and deliver to the Seller all such instruments of assumption as shall be necessary or desirable, in the reasonable opinion of counsel to the Seller, to reflect the assumption by the Purchaser of those liabilities of the Seller expressly assumed by the Purchaser under Section 1.3(c).

#### 1.5 Closing.

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1.6 Use of Facilities.

1.7 Release of Guaranty.

1.8 Employees.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER AND THE SHAREHOLDER  
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The Seller and the Shareholder, jointly and severally, hereby represent and warrant to the Purchaser that the statements set forth in Sections 2.1 through 2.18 are true and correct.

2.1 Authority to Enter Agreement and Enforceability.  
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2.2 Organization and Standing.

2.3 Ownership of Shares.

2.4 Trademarks, Patents, Etc.

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Schedule 1.1(a)), the Seller uses and owns no trade names, trademarks, patents,  
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copyrights or registrations or applications therefor in connection with, and none is required for, the business of the Seller as presently conducted. The Seller is not infringing any trade name, trademark, patent, copyright or other similar right of any third party in connection with its business. The Seller has not granted to any person any interest in the Mark and, to the best knowledge of the Seller and the Shareholder, no person is infringing upon the Seller's rights in the Mark.

2.5 Financial Statements.

2.6 Tax Matters.

2.7 Insurance.

2.8 Litigation.

2.9 Compliance with Laws and Other Instruments.

2.10 Brokerage and Finder's Fees.

2.11 Employment Agreements.

2.12 Assets.

2.13 Absence of Certain Changes.

2.14 Customer Orders.

2.15 Investment in the Shares.

2.16 Business Names

2.17 Inventory.

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2.18 Material Misstatements or Omissions.

3. REPRESENTATION AND WARRANTIES OF THE PURCHASER

3.2 Compliance with the Law and other Instruments.

3.3 Brokerage and Finder's Fees.

3.4 1934 Act Reports.

4. COVENANTS

4.1 Operation of the Assets.

4.2 Access to Information.

4.3 Release of Liens.

4.4 Accounts Payable.

4.5 Repurchase of Inventory.

5. CONDITIONS PRECEDENT

5.1 Conditions Precedent to the Obligations of the Purchaser.

5.2 Conditions Precedent to the Obligations of the Seller and the

6. NONCOMPETITION

6.1 Competitive Activity.

6.2 Restriction on Competitive Activities.

6.3 Injunctive Relief.

6.4 Termination.

7. MISCELLANEOUS

7.1

7.2 Indemnification.

7.3 Third-Party Claims. The Indemnified Party shall

7.4 Notices.

7.5 Entire Agreement.

7.6 Headings.

7.7 Successors and Assigns.

7.8 Governing Law.

7.9 Counterparts.

7.10 Third Parties.

7.11 Attorneys' Fees.

7.12 Further Assurances.

7.13 Arbitration.

7.14 Construction.

7.15 Consent to Jurisdiction.

7.16 Expenses.

7.17 Severable Provisions.

7.18 Taxes.

7.19 Bulk Sales.

7.20 Obligation of the Parent.

Purchaser:

CHAZZZ ACQUISITION, L.L.C.

By /s/ Mark B. Kristof

-----  
Authorized Representative  
3151 East Washington Boulevard  
Los Angeles, California 90023  
Telecopier: (323) 881-0368

Seller:

CMG, INC.

By /s/ Charles Ghailian

-----  
Authorized Representative  
110 East Ninth Street  
Suite B-1245  
Los Angeles, California 90079  
Telecopier: (213) 627-1771

Shareholder:

/s/ Charles Ghailian

-----  
CHARLES GHAILIAN  
110 East Ninth Street  
Suite B-1245  
Los Angeles, California 90079  
Telecopier: (213) 627-1771

Parent:

TARRANT APPAREL GROUP

By /s/ Mark B. Kristof

-----  
Authorized Representative  
3151 East Washington Boulevard  
Los Angeles, California 90023  
Telecopier: (323) 881-0368

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SCHEDULES INTENTIONALLY OMITTED.



**SCHEDULE 1.1(a)**

**Purchased Assets**

1. All of the Seller's right, title and interest in, to and under customer orders for apparel, including, but not limited to, those customer orders set forth on Schedule 2.14 (collectively, the "Customer Orders");

2. All furniture, fixtures, machinery, instruments, equipment, computers, motor vehicles, tooling, spare parts, supplies and other tangible personal property and assets (other than inventory and assets to be retained by the Seller pursuant to Section 1.1(c)) which (i) are used by the Seller in connection with the design, development, production and sale of apparel and (ii) are located at any of the following locations, whether or not reflected on the books and records of the Seller, including, but not limited to, those assets listed on Schedule 2.12A:

(i) 110 East Ninth Street  
Suite B-1245  
Los Angeles, California 90079

(ii) 1620 South Los Angeles Street  
Los Angeles, California 90015

(iii) 1407 Broadway  
Suite 1104  
New York, New York 10018

(iv) Antiguo Camino Nacional A, Puebla No. 2123  
Col. Ex-Hacienda de San Lorenzo  
Tehuacan, Puebla Mexico

3. All prepaid expenses attributable to the Assets;

4. All right, title and interest of the Seller in, to or under (i) the name "Chazzz," and any derivative or variation thereof that might create the impression to the reasonable consumer that the products thus marked are manufactured or distributed by, or otherwise associated with, a single business enterprise, (ii) the good will associated therewith and (iii) any applications, registrations, filings, renewals and extensions relating thereto, including U.S. Registration No. 1,765,285 for "Chazzz by Charles Ghailian" and Design issued April 13, 1993 (collectively, the "Mark");

5. All right, title and interest of the Seller in, to or under any purchase order of the Seller existing on the Closing Date for fabric, trim or accessories to be delivered after the Closing Date to fulfill customer orders or anticipated orders which provide for an average gross profit margin of at least 15% (a "Vendor Order");

6. All books and records relating to the Assets and the operation thereof, including, but not limited to, operating manuals, purchase agreements and manufacturers' warranties; provided; however, that the Purchaser shall give the Seller and the Shareholder full access to such books and records upon request; and

7. All insurance proceeds arising in connection with damage to the Assets occurring from the date hereof to the Closing Date.