

01-21-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

102650241 TRADEMARKS ONLY

EET 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): American Apparel, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other limited liability company

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

2. Name and address of receiving party(ies)

Name: American Apparel, Inc. Internal Address: Attn: Mark Schlein Street Address: 747 Warehouse St., Bldg 4, 7th F1 City: Los Angeles State: CA Zip: 90021

- 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: 01/08/2004

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

A. Trademark Application No.(s) n/a

B. Trademark Registration No.(s) see attached Schedule A

Additional number(s) attached Yes No

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

Name: Federal Research Co., LLC

Internal Address:

Street Address: 1030 15th St., NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 5

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Julie Cravitz Name of Person Signing

Julie Cravitz Signature

Jan. 16, 2004 Date

Total number of pages including cover sheet, attachments, and document: 5

01/22/2004 LNWELLER 00000051 2534190

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

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

SCHEDULE A

Trademark	Registration Number	Issue Date
STANDARD AMERICAN	2,534,190	January 29, 2002
CLASSIC BABY	2,534,189	January 29, 2002
CLASSIC GIRL	2,534,188	January 29, 2002
ALL AMERICAN APPAREL	2,359,401	June 20, 2000
ALL AMERICAN APPAREL and Design	2,063,013	May 20, 1997

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Trademark Assignment") is entered into as of January 8, 2004 by and between AMERICAN APPAREL, LLC, a California limited liability company ("Assignor"), and AMERICAN APPAREL, INC., a California corporation ("Assignee").

RECITALS

- A. Assignor is the owner of the trademarks and/or service marks specified in Schedule A attached hereto (collectively, "Trademarks");
- B. Assignee has acquired the entire business or portion thereof to which the Trademarks pertain;
- C. Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and
- D. Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.
2. **Assignor's Covenant.** Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.
3. **Governing Law.** This Trademark Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California without giving effect to its conflict-of-laws principles.
4. **Successors and Assigns.** This Trademark Assignment shall be binding on,

and shall inure to the benefit of, the parties hereto and their respective successors and assigns.


5. **Authority.** Each party represents that it has taken all necessary action to authorize the execution and delivery of this Trademark Assignment.

6. **Counterparts.** This Trademark Assignment may be executed in separate counterparts and by facsimile, each of which when so executed and delivered will be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the day and year first written above.

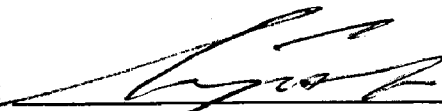
ASSIGNOR:

AMERICAN APPAREL, LLC,
a California limited liability company

By: 
Name: Sang Ho Lim
Title: Member

ASSIGNEE:

AMERICAN APPAREL, INC.,
a California corporation

By: 
Name: Sang Ho Lim
Title: Secretary

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