

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apparel America, Inc.		01/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	A.H. Schreiber Co., Inc.
Street Address:	460 West 34 Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	769980	ROBBY LEN
Registration Number:	1737686	AQUACIZE
Registration Number:	2175679	INCHES AWAY
Registration Number:	1946400	LONGITUDE

CORRESPONDENCE DATA	
Fax Number:	(212)684-3999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-684-3900 ext 241
Email:	aerenburg@grr.com
Correspondent Name:	Gottlieb, Rackman & Resiman, P.C.
Address Line 1:	270 Madison Avenue
Address Line 4:	New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	2385/065
-------------------------	----------

NAME OF SUBMITTER:	Anna Erenburg, Esq.
--------------------	---------------------

Total Attachments: 7

900011526

**TRADEMARK
 REEL: 002915 FRAME: 0406**

OP \$115.00 769980

source=Assignment - Apparel America to Schreiber#page1.tif
source=Assignment - Apparel America to Schreiber#page2.tif
source=Assignment - Apparel America to Schreiber#page3.tif
source=Assignment - Apparel America to Schreiber#page4.tif
source=Assignment - Apparel America to Schreiber#page5.tif
source=Assignment - Apparel America to Schreiber#page6.tif
source=Assignment - Apparel America to Schreiber#page7.tif

AMENDED TRADEMARK ASSIGNMENT AGREEMENT

This Amended Trademark Assignment Agreement (this "Assignment") is entered into and effective as of the 30th day of January, 2004 (the "Effective Date"), by and between Apparel America, Inc., a Delaware corporation ("Assignor") and A.H. Schreiber Co., Incorporated, a New York corporation ("Assignee").

BACKGROUND

WHEREAS, Assignor and Assignee entered into a certain Agreement for Purchase and Sale of Assets and License of Names, dated July 22, 1998 (the "Original Agreement"), whereby, among other things, Assignor licensed to Assignee the trademarks, trade names and service marks, including those set forth on Exhibit "A" attached hereto and made a part hereof, for a period of five (5) years with an option to renew the license for an additional three (3) year term (the "Renewal Term");

WHEREAS, pursuant to the terms of the Original Agreement, Assignee was granted the right to purchase the trademarks, trade names, service marks and registrations – including without limitation the trademarks, trade names, service marks and registrations set forth on Exhibit "A" attached hereto and made a part hereof – both in the United States and worldwide (all the U.S. and worldwide trademarks, trade names, service marks and registrations collectively, the "Trademarks"), and all associated goodwill at the end of the Renewal Term for a purchase price of \$1,000,000;

WHEREAS, in accordance with a Modification Agreement, dated August 2000 and executed on or about August 29, 2000 (the "Modification Agreement"), Assignor and Assignee modified the Original Agreement to provide that Assignee has the right to purchase the Trademarks and all associated goodwill on or before February 1, 2004 for a purchase price of \$400,000 (the "Purchase Price") provided that all of the minimum royalty payments described in Section 4 of the Modification Agreement have been paid by Assignee to Assignor (the "Minimum Royalty Payments");

WHEREAS, on or before January 30, 2004, Assignor and Assignee entered into and executed a Trademark Assignment agreement transferring certain trademarks in the United States, Canada, Mexico, Chile and the European Community and their associated goodwill to Assignee (as set out in the Exhibit A attached to the previously executed Trademark Assignment agreement), and, contemporaneously therewith, Assignee gave to Assignor the check(s) representing full payment of the Purchase Price, and Assignor accepted same;

WHEREAS, Assignor and Assignee now desire and agree to enter into an Amended Trademark Assignment Agreement effective as of January 30, 2004, and further desire and agree that this Amended Trademark Assignment Agreement and its Exhibit A attached hereto shall preempt and supersede the Trademark Assignment agreement executed on or before January 30, 2004 in its entirety, including but not limited to its Exhibit A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. ASSIGNMENT OF RIGHTS

- 1.1 As of the Effective Date, and without any further action by Assignor, Assignor hereby irrevocably assigns and transfers to Assignee, its successors, assigns, and legal representatives, all of Assignor's entire worldwide right, title, and interest, in and to the Trademarks and all associated goodwill, now owned or hereafter acquired, and any and all intellectual property rights and any legal equivalent thereof, including the right to apply for, register, or claim priority in the Trademarks and to enforce such rights, title and interest (including, but not limited to, past common law causes of action) by lawsuit or otherwise.
- 1.2 Upon the request of Assignee, Assignor shall execute and deliver any and all instruments and documents and take such other acts as may be necessary or desirable to document or otherwise evidence the aforesaid assignment and transfer or to enable Assignee to secure, register, prosecute, maintain, enforce or otherwise fully protect its rights in and to the Trademarks and associated goodwill and related intellectual property rights, including, without limitation, recording or registering the assignment of the Trademarks with the United States Patent and Trademark Office.

2. CONSIDERATION

- 2.1 Assignor hereby acknowledges that on or before January 30, 2004 it has received payment in full of (i) the Purchase Price, (ii) the Minimum Royalty Payments, and (iii) any other amounts or compensation due or payable under any prior agreement(s) between Assignor and Assignee.
- 2.2 Assignor represents, warrants and agrees that on or before January 30, 2004 it has received full and fair consideration hereunder for the assignment and transfer to Assignee of Assignor's rights, title and interest in and to the Trademarks and associated goodwill and related intellectual property rights.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 Assignor represents and warrants to Assignee that this Assignment is a legal and valid obligation of Assignor and that the execution, delivery and performance of this Assignment by it does not and will not conflict with any agreement, instrument or understanding, oral or written, to which Assignor is a party or by which Assignor may be bound, nor violate any laws, rules or regulations of any court, governmental body or administrative or other agency having authority over

Assignor or the Trademarks, associated goodwill or related intellectual property rights.

- 3.2 Assignor represents and warrants to Assignee that Assignor owns all right, title and interest in and to – and has the sole, full, unencumbered and clear title to and is the true and lawful exclusive owner of – the Trademarks and all associated goodwill and related intellectual property rights, that Assignor has adopted and used such Trademarks, and that Assignor has the full and exclusive right and power to assign and transfer the Trademarks and all associated goodwill and related intellectual property rights to Assignee as set forth in this Assignment. Assignor further represents and warrants that the Trademarks, associated goodwill and related intellectual property rights are free and clear of any and all liens, pledges, licenses, coexistence or concurrent use agreements, covenants by Assignor (or any of its predecessors in interest) not to sue any third parties, options, charges, security interests or other encumbrances of any nature, whether voluntarily incurred or arising by operation of law (collectively, “Encumbrances”).
- 3.3 Assignor represents and warrants to Assignee that (i) all registrations for the Trademarks are subsisting and in full force and effect; and (ii) Assignor has taken all action necessary to maintain the registration of the Trademarks, and Assignor’s right, title and interest in and to the Trademarks and related intellectual property rights, in full force and effect.
- 3.4 Assignor represents and warrants to Assignee that (i) none of the Trademarks or related intellectual property rights have been cancelled, annulled, adjudged invalid or unenforceable, in whole or in part, or is currently being challenged in any way or is involved in any pending legal action in any court (or other tribunal) or in any administrative proceeding before any governmental agency or tribunal; (ii) there are no pending challenges by any third party involving any of the Trademarks or related intellectual property rights; (iii) no materials used by Assignor, or any of its licensees, containing any of the Trademarks violates the rights of any third party; and (iv) Assignor is not aware, and has not been notified or been made aware, of any fact or circumstance that would indicate – nor does Assignor otherwise have reason to believe – that any third party claims or has a right or an interest in any of the Trademarks or related intellectual property rights including, without limitation, any Encumbrances.
- 3.5 Assignor represents and warrants to Assignee that, to Assignor’s knowledge, none of the Trademarks or related intellectual property rights is being or has been infringed or violated in any manner by any third party. Assignor further represents and warrants to Assignee that, to Assignor’s knowledge, none of the Trademarks and related intellectual property rights infringes or otherwise violates any rights of any third party and that the registration and/or use thereof by Assignee will not infringe or otherwise violate any rights of any third party.

3.6 Assignor represents and warrants to Assignee that (i) any and all licenses for or otherwise relating to any of the Trademarks or related intellectual property rights were terminated prior to the Effective Date, and (ii) Assignor has not assigned or otherwise transferred to any third party – or granted any license right to or otherwise divested itself of any right or interest in or to – any of Assignor’s right, title or interest in and to any of the Trademarks or related intellectual property rights, including any agreement to transfer any such right, title or interest in the future.

4. **ASSUMPTION OF LIABILITIES**

Assignor does and shall transfer the Trademarks and all associated goodwill and related intellectual property rights free and clear of any and all Encumbrances, and without any assumption of liabilities and obligations, and Assignee shall not, by virtue of its purchase of the Trademarks and associated goodwill and related intellectual property rights or otherwise, assume or become responsible for any liabilities or obligations of Assignor, any of Assignor’s predecessors in interest or any other third party.

5. **INDEMNIFICATION BY ASSIGNOR**

Assignor hereby agrees to indemnify, defend and hold harmless Assignee and its shareholders, directors, officers, agents and employees from and against any and all losses, damages, liabilities and expenses, including, without limitation, legal fees and court costs, to which any of them may become subject as the result of: (i) any material misstatement, error or omission in any of the representations or warranties of Assignor contained in this Assignment, or the failure of Assignor to comply in any material respect with any of the obligations, covenants or agreements contained in this Assignment to be complied with by Assignor; or (ii) any liability, duty or obligation to any third party with respect to the Trademarks which occurred prior to the date of execution of this Amended Trademark Assignment Agreement, including, but not limited to, Assignor’s or its predecessors in interest’s ownership, possession, license or other use of the Trademarks prior to the execution date hereof.

6. **MISCELLANEOUS**

6.1 If any provision of this Assignment is declared invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Assignment shall not be affected and shall remain in full force and effect.

6.2 This Assignment shall be subject to the laws of the State of New York, without giving effect to the conflict of laws principles thereof. The parties agree that any dispute between them shall be resolved in the Federal and/or State courts located in New York City (State of New York), and the parties consent to the jurisdiction and venue thereof.

- 6.3 This Assignment and the instruments, agreements and documents referred to herein constitute the entire agreement between Assignee and Assignor with respect to the subject matter hereof and supersede all other prior communications, proposals, agreements and understandings, whether written or oral, between Assignee and Assignor with respect to such subject matter.
- 6.4 This Assignment may be amended only by a separate writing signed by Assignee and Assignor.
- 6.5 No consent to or waiver of a breach by any party hereto, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach by such party.
- 6.6 All representations and warranties of Assignor and all covenants, agreements, undertakings and indemnities shall survive the Effective Date hereof.
- 6.7 The covenants, rights, agreements and conditions contained herein or granted hereby shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns.
- 6.8 This Assignment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Assignment. The production of any executed counterparts shall be sufficient for all purposes.
- 6.9 The parties agree that if either party is held by any court of competent jurisdiction to be in violation, breach or nonperformance of any of the terms of this Assignment, then such party will pay all costs including reasonable attorneys' fees incurred by the prevailing party in connection with such court's finding.

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has executed this Assignment, and this Assignment has been agreed to and accepted by Assignee, as of the Effective Date.

ASSIGNOR:
APPAREL AMERICA, INC.

By:

H.M. Kelly, Secretary

ACKNOWLEDGEMENT

State of New York)

)ss:

County of *Bronx*

On this 5th day of July, 2004, before me personally came Howard M. Rittberg

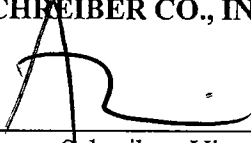
me known, who, being by me duly sworn, did depose and say that he resides in Vestal, N.Y.; that he is the Secretary of Apparel America, Inc., the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.


Notary Public

JAMYE L. COATES
Notary Public, State of New York
No. 02CO6070170
Qualified in Broome County
My Commission Expires Feb. 19, 20 06

ASSIGNEE:

A.H. SCHREIBER CO., INCORPORATED

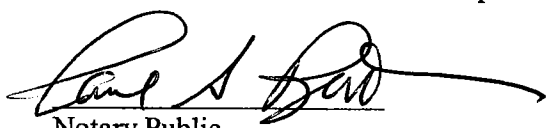
By: 
Avram Schreiber, Vice President

ACKNOWLEDGEMENT

State of New York)
)SS:
County of NASSAU)

PAUL S. RETTMAN
NOTARY PUBLIC, State of New York
No. 30-4739874
Qualified in Nassau County
Commission Expires Nov. 30, 2005

On this 13th day of July, 2004, before me personally came Avram Schreiber, to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is the Vice President of A.H. Schreiber Co., Incorporated, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.


Notary Public

PAUL S. RETTMAN
NOTARY PUBLIC, State of New York
No. 30-4739874
Qualified in Nassau County
Commission Expires Nov. 30, 2005

EXHIBIT A

Country	Trademark	Registration Number	Registration Date	Filing Date	Renewal Date
United States	Aquacize	1,737,686	12/1/1992	7/11/1991	12/1/2012
United States	Longitude	1,946,400	1/9/1996	6/27/1994	1/9/2006
Canada	Longitude	460,957	8/9/1996	6/3/1994	8/9/2011
Mexico	Longitude	508,813	10/30/1995	12/9/1994	12/9/2004
Chile	Longitude	451,718	10/18/1995	11/28/1994	10/18/2005
CTM	Longitude	20,057	1/5/1998	4/1/1996	4/1/2006
United States	Robby Len	769,980	5/19/1964	10/31/1962	5/19/2004
Canada	Robby Len	137,714	10/16/1964	7/17/1963	10/16/2009
Mexico	Robby Len	508,814	10/30/1995	12/9/1994	12/9/2004
CTM	Robby Len	20,040	1/5/1998	4/1/1996	4/1/2006
United States	Inches Away	2,175,679	7/21/1998	1/14/1997	7/21/2004
Mexico	Inches Away	546,675	4/24/1997	3/14/1997	3/14/2007