

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

PAPI SPORTSWEAR, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) September 10, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: ISACO INTERNATIONAL CORPORATION

Internal

Address: \_\_\_\_\_

Street Address: 3651 N.W. 79th Avenue

City: Miami

State: Florida

Country: US Zip: 33166

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Florida
- Other Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
76/364,262

B. Trademark Registration No.(s) 2,042,474;  
2,143,087; 2,161,178; 2,180,962;

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

Name: Max Shaftal

Internal Address: Patzik, Frank & Samotny Ltd.

Street Address: 150 S. Wacker Dr., Suite 900

City: Chicago

State: Illinois Zip: 60606

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

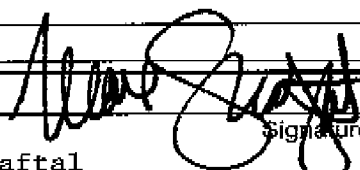
**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-1325

Authorized User Name Max Shaftal

**9. Signature:**



Signature

09/29/2004

Date

Max Shaftal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$280.00 501325 76364262

Registration number(s):  
(continued from Item 4 on Recordation Form Cover Sheet)

Reg. No. 2,559,152

Reg. No. 2,813,245

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is executed and delivered as of this 1st day of September, 2004 ("Effective Date") by PAPI SPORTSWEAR, INC., a Delaware corporation ("Assignor"), to and in favor of ISACO INTERNATIONAL CORPORATION, a Florida corporation, with its principal office at 3651 North West 79<sup>th</sup> Avenue, Miami, Florida 33166 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Trademark and Asset Purchase Agreement, entered into as of August 16, 2004 (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to all of the Trademarks (as defined in the Purchase Agreement), including, but not limited to, the United States and foreign trademark registrations, applications and other rights set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests, licenses, options or other encumbrances of any kind; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, at Assignee's sole cost and expense, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Seller) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

\* \* \* \* \*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

} ss.

On September 10, 2004 before me, Heather M. Edmonds, N.P.

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James V. Sonzero

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ is/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Heather M. Edmonds  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





**SCHEDULE A****MARKS****A. TRADEMARKS****1. "PAPI"****U.S. Registration No.:** 2,161,178**Registration Date:** 6/2/98**Goods:** Wearing apparel for men, namely, t-shirts, hats, undergarments, jogging suits, warm up pants, sweat shirts, sweat shorts, bodysuits, leotards, leg warmers, ski suits, ski pants, swimwear, bathing suits, beach and bathing cover-ups, tops, jackets, coats, sport coats, knit shirts, polo shirts, pullovers, vests, tank tops, jumpsuits, playsuits, wind resistant jackets, playsuits, athletic footwear, headbands, sweat bands and neckerchiefs.**China:** Pending Applic. No. 3830648**Goods:** Wearing apparel for men, namely, t-shirts, hats, undergarments, jogging suits, warm up pants, sweat shirts, sweat shorts, bodysuits, leotards, leg warmers, ski suits, ski pants, swimwear, bathing suits, beach and bathing cover-ups, tops, jackets, coats, sport coats, knit shirts, polo shirts, pullovers, vests, tank tops, jumpsuits, playsuits, wind resistant jackets, playsuits, athletic footwear, headbands, sweat bands and neckerchiefs.**Filed:** July 14, 2003**2. "AY PAPI"****U.S. Registration No.:** 2,042,474**Registration Date:** 3/4/97**Goods:** Wearing apparel for men, namely, hats, shirts and pants.



## 3. "MAMI"

U.S. Registration No.: 2,180,962

Registration Date: 8/11/98

Goods: Women's sportswear, namely, shirts, pants, tops and jackets.

## 4. "AY MAMI"

U.S. Registration No.: 2,143,087

Registration Date: 3/10/98

Goods: Sportswear, namely, shirts, pants, tops and jackets (Class 25).

## 5. "EQUIPO"

U.S. Registration No.: 2,813,245

Registration Date: 2/10/04

Goods: Coats and jackets, sweatshirts, jeans, tops, shirts, skirts, dresses, denim jackets, vests, footwear, belts, caps and underwear (Class 25).

## 6. "FEEL-IT"

U.S. Registration No.: 2,559,152

Registration Date: 4/9/02

Goods: Clothing, namely, underwear, shoes, denim pants, denim shirts, denim shorts, hats and clothing belts (Class 25).

## 7. "PAPITO"

U.S. Applic. No.: 76/364,262

Goods: Men's and children's clothing accessories.

Filed: 1/29/02