

**TRADEMARK ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosenthal & Rosenthal, Inc.		11/01/2004	CORPORATION: NEW YORK
SA-AL Universal, LLC		11/01/2004	Limited Liability Corporation: NEW YORK

RECEIVING PARTY DATA	
Name:	PJDYH, LLC
Street Address:	433 South Spring Street, 8th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90013
Entity Type:	Limited Liability Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Serial Number:	76442747	SHARAGANO
Serial Number:	76442914	
Serial Number:	76442915	
Serial Number:	76463390	SHARAGANO
Registration Number:	2192194	SHARAGANO PARIS
Registration Number:	2459237	SHARAGANO PARIS
Registration Number:	2632837	BUTSINA

CORRESPONDENCE DATA	
Fax Number:	(212)953-7201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2124159200
Email:	ny.trademark@dorsey.com
Correspondent Name:	Dorsey & Whitney LLP
Address Line 1:	250 Park Avenue

OP \$190.00 76442747

Address Line 4: New York, NEW YORK 10177

ATTORNEY DOCKET NUMBER:

473996-00001

NAME OF SUBMITTER:

Bruce Ewing, Esq.

**Total Attachments: 4**

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### TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 1st day of November, 2004, by and between Rosenthal & Rosenthal, Inc. ("R&R"), as secured party and SA-AL Universal, LLC ("Assignor") and PJDYH, LLC ("Assignee").

WHEREAS, Assignor adopted, used, and is the owner, subject to the security interests of R&R, of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") worldwide;

WHEREAS, Assignor, subject to the security interests of R&R, has acquired the goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignor, subject to the security interests of R&R, is the owner of the pending federal trademark applications and existing registrations listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registrations");

WHEREAS, Assignee is the successful bidder at the public foreclosure sale held by R&R on October 27, 2004 pursuant to New York Uniform Commercial Code §9-610 and has purchased all rights, title, and interest in and to the Trademarks and the Registrations worldwide, together with the goodwill of the underlying business with which such marks are or have been used; and

WHEREAS, Assignor has agreed to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks and Registrations worldwide, such sale to be free and clear of the liens, encumbrances, charges, claims or other rights of R&R (collectively, the "Liens") which Liens shall attach to the proceeds of sale;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title and interest as Assignor may possess in and to the following:

- (1) the Trademarks set forth in Schedule A; and
- (2) the Registrations set forth in Schedule B;

together with the goodwill symbolized by said Trademarks and Registrations.

Assignor represents and warrants that:

- A. It owns the Trademarks, subject to liens of R&R.
- B. Except for the Liens granted to R&R, it has not heretofore transferred, pledged, or otherwise granted an interest in the Trademarks or the Registrations, and that the Trademarks and Registrations are not currently subject to any license agreement, settlement agreement, or covenant not to sue.
- C. It shall promptly complete, and submit, and provide any other information in connection with, the Internet domain name transfer agreement set forth in Schedule C, attached hereto and incorporated herein by reference, as necessary to transfer to Assignee the Internet domain name www.sharagano.com.
- D. It shall not hereafter use the Trademarks, or any name, mark, or domain name confusingly similar thereto.
- E. Assignor will, at the request and expense (with respect to any necessary out-of-pocket costs) of Assignee, execute all documents provided by Assignee, and otherwise cooperate with Assignee, as is reasonably necessary to effectuate the transfer of the Trademarks and implementation of the Registrations to Assignee, including to record the assignment of the pending Registrations and Trademarks to Assignee.

R&R represents and warrants that

- 1. It is secured by, among other assets, the Liens upon the Trademarks, Registrations and goodwill (the "Assets") symbolized thereby.
- 2. It has validly perfected the Liens in the Assets in accordance with the New York State Uniform Commercial Code and the requirements of the United States Patent and Trademark Office.
- 3. that the assignment of the Assets to Assignee is free and clear of the Liens.

Executed at New York, New York, this 4 day of November, 2004.

SA-AL UNIVERSAL, LLC

By: [Signature]  
Name: [Signature]

ROSENTHAL & ROSENTHAL

By: [Signature]  
Name: [Signature]

HOWARD ESTREICH  
EVP

**SCHEDULE A**

SHARAGANO

Design Mark (Wavy Lines)

Design Mark (Embroidery Stitches and Wavy Lines)

SHARAGANO PARIS

BUTSINA

**SCHEDULE B**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>
SHARGANO	76/442747	
Design Mark (Embroidery Stitches and Wavy Lines)	76/442914	
Design Mark (Wavy Lines)	76/442915	
SHARGANO	76/463390	
SHARGANO PARIS		2, 192, 194
SHARGANO PARIS		2, 459, 237
BUTSINA		2, 632, 837

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