

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/01/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David's Place		01/05/2005	PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	IMY, LLC
Street Address:	2423 E. 23rd Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90058
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2750862	Y.M.I.

CORRESPONDENCE DATA

Fax Number: (310)820-5988
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: dax_alvarez@bstz.com
 Correspondent Name: Dax Alvarez
 Address Line 1: 12400 Wilshire Boulevard
 Address Line 2: Seventh Floor
 Address Line 4: Los Angeles, CALIFORNIA 90025-1030

NAME OF SUBMITTER:	Dax Alvarez
Signature:	/dax alvarez/
Date:	01/05/2005

CH \$40.00 2750862

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS**AND****PENDING APPLICATIONS FOR REGISTRATION AND REGISTRATIONS THEREOF**

WHEREAS, David's Place, a California partnership composed of David Vered and Moshe Zaga, having its principal place of business at 2423 E. 23rd Street, Los Angeles, California 90058 ("ASSIGNOR"), has acquired or adopted, and used, and thereby owns all rights, title and interests in and to (i) the trademarks Y.M.I. and Y.M.I. JEANSWEAR and (ii) the pending applications for registration and registrations for the mark Y.M.I. identified in Exhibit A attached hereto and by this reference incorporated into and made apart hereof (hereinafter collectively referred to as the "Marks"), together with the goodwill of the business appurtenant to said Marks; and

WHEREAS, IMY, LLC, a California limited liability company having a place of business at 2423 E. 23rd Street, Los Angeles, California 90058 ("ASSIGNEE") the successor of the ongoing and existing business to which the Marks pertain is desirous of memorializing the prior agreement in which the ASSIGNOR and ASSIGNEE acknowledged the effective date of such assignment to be December 1, 2004 (hereinafter "Effective Date");

WHEREAS, in order to memorialize ASSIGNOR's assignment of its entire rights, title and interest in and to the Marks and the goodwill appurtenant thereto, to ASSIGNEE, ASSIGNOR is executing this instrument of Assignment Nunc Pro Tunc.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks, and the attendant goodwill symbolized by the Marks, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the Effective Date.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, and in the respective foreign trademark offices, so as to establish ASSIGNEE as owner of record of the Marks.

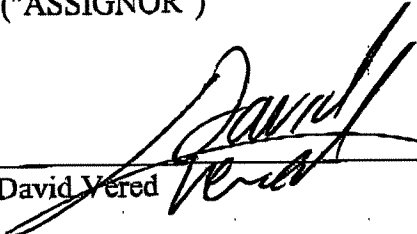
ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, as well as the respective foreign trademark offices, so that ASSIGNEE's ownership of the Marks is duly made of record.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

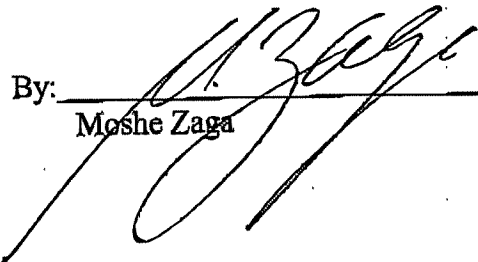
TRADEMARK**REEL: 003002 FRAME: 0917**

DAVID'S PLACE
("ASSIGNOR")

Dated: JANUARY 5, 2005

By: 
David Vered

Dated: JANUARY 5, 2005

By: 
Moshe Zaga

SCHEDULE

MARK	COUNTRY	REGISTRATION/SERIAL NO.
Y.M.I.	United States	Reg. No. 2,750,862
Y.M.I.	Canada	Serial No. 1195923
Y.M.I.	Mexico	Serial No. 629210
Y.M.I.	Madrid Protocol	Int. Reg. No. 823117
Y.M.I.	Madrid Protocol- China	Int. Reg. No. 823117
Y.M.I.	Madrid Protocol- Japan	Int. Reg. No. 823117