

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
Midwest Apparel Group, Inc.		11/01/2004	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Richwear Holdings Ltd.
Street Address:	Unit 802, Benson Tower
Internal Address:	74 Hung To Road, Kwun Tong
City:	Kowloon
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2902378	Z-BRAND
Serial Number:	78474278	BRAND Z
Serial Number:	78478787	Z BRAND
Serial Number:	78478856	Z BRAND

CORRESPONDENCE DATA

Fax Number: (212)391-4556

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 730-1900

Email: mleve@ssgpc.com

Correspondent Name: Marc D. Leve

Address Line 1: Silverberg Stonehill & Goldsmith, PC

Address Line 2: 111 West 40th Street, 33rd Floor

Address Line 4: New York, NEW YORK 10018

DOMESTIC REPRESENTATIVE

Name:

TRADEMARK

REEL: 003013 FRAME: 0648

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Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Marc D. Leve

Signature:

/Marc D. Leve/

Date:

01/21/2005

Total Attachments: 6

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ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK, made and dated as of November 1, 2004,
(this "Assignment") as follows:

WHEREAS, **MIDWEST APPAREL GROUP, INC.**, a Missouri corporation with offices at 2301 East Front Street, Kansas City, MO 64120 (the "Assignor") Assignor is the owner of the entire right, title and interest in and to the trademarks Z-BRAND and BRAND-Z, including derivations and translations thereof, including but not limited to the trademark registrations and applications in the United States of America set forth in Schedule A hereto and incorporated herein by reference (the "US Trademarks"), and the trademark registrations and applications in nations and jurisdictions outside of the United States of America set forth in Schedule B hereto and incorporated herein by reference (the "Foreign Trademarks"), together with the business relating to the said US Trademarks and Foreign Trademarks (collectively, the "Marks"), and the goodwill associated therewith, and including the common law and as assignor, the Assignor has statutory and common law rights in the Marks; and

WHEREAS, **RICHWEAR HOLDINGS LTD.**, a Hong Kong corporation with offices at Unit 801, 8th Floor Benson Tower, 74 Hung To Road, Kwun Tong, Kowloon, Hong Kong (the "Assignee") as assignee, is desirous of acquiring all of Assignor's said rights, registrations and applications to the Marks set forth in Schedule A and Schedule B hereto, and the goodwill associated therewith;

NOW, THEREFORE, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor

TRADEMARK

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does hereby sell, assign, transfer and set over unto Assignee all of its right, title and interest in and to the Marks, together with all goodwill and business symbolized by said Marks and appurtenant thereto, and all causes of action and claim for damages therefor, as well as the right to sue for past and present infringement thereof, free and clear of all liens and encumbrances, if any.

TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns forever.

1. Assignor hereby warrants, represents and covenants to Assignee that, to the best of Assignor's knowledge, it is the sole owner of, and owns and has good and marketable title in, all Marks set forth in Schedule A, free and clear of all liens, claims, charges, impediments, mortgages, security interests, pledges and rights of other persons, and encumbrances of any kind or nature; and has full power and authority to transfer same pursuant hereto, in the United States, and that the Marks have not been nor are currently subject to any claim of infringement by any third party.

2. Assignor hereby warrants, represents and covenants to Assignee that, to the best of Assignor's knowledge, it is the sole owner of, and owns and has good and marketable title in, the trademark applications pertaining to the Marks as set forth in Schedule B, and said applications are free and clear of all liens, claims, charges, impediments, mortgages, security interests, pledges, and encumbrances of any kind or nature and has full power and authority to transfer same pursuant to this Agreement, and that the trademark applications have not been nor are currently subject to any claim of infringement by any third party. Assignor has not

conducted and does not warrant that it has conducted searches to determine whether the Marks are available in foreign countries, and several of the trademark applications set forth on Schedule B have been initially rejected in certain foreign countries; accordingly, Assignor does not warrant that the foreign trademark applications of Schedule B will mature into registrations.

3. Assignor hereby agrees, at any time and from time to time, to execute all instruments, documents and papers and to perform such other proper acts as Assignee, its successors or assigns may reasonably request, but at Assignee's expense, to preserve, perfect, evidence or validate this Assignment, to secure to Assignee, its successors or assigns the rights hereby assigned.

4. Assignor hereby agrees, at any time and from time to time, to cooperate in good faith in any action to the extent required by Assignee to enforce the rights transferred hereunder.

5. This Assignment may not be waived, changed or terminated or modified without the written and signed consent of both Assignor and Assignee.

6. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly
executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:

MIDWEST APPAREL GROUP, INC.

By: 

Name: Jonathan L. Wiesner

Title: CEO

ASSIGNEE:

RICHWEAR HOLDINGS LTD.

By: 

Name: Richard Sloan

Title: Company President

TRADEMARK

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SCHEDULE A
US TRADEMARKS

<u>TRADEMARK NAME</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
Z-BRAND	78227465	03/19/03
BRAND Z	78245217*	05/02/03
BRAND Z	78474278	08/26/04
Z BRAND	78478787	09/03/04
Z BRAND	78478856	09/03/04

* Allowed to abandon in favor of 78/474,278

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SCHEDULE B

FOREIGN TRADEMARKS

<u>TRADEMARK</u>	<u>NUMBER</u>	<u>APP./REG. DATE</u>	<u>COUNTRY</u>
Z-BRAND	684034	07/05/04	New Zealand
Z-BRAND	3347580	08/05/03	CTM
Z-BRAND	2003-066076	08/05/03	Japan
BRAND Z	3688997	08/26/03	China
Z BRAND	Not Yet Available	MAILED 9/23/04	China
Z-BRAND	1,186,418	08/05/03	Canada
Z-BRAND	964613	07/22/04	Australia