

Form PTO-1594 (Rev. 10/02) CMB No. 0851-0027 (exp. 6/30/2005) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):  <u>"Prime Time Watch Co, Inc."</u>  <u>385 Fifth Ave, NY, NY 10016.</u></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)  Name: <u>M.Z. Berger &amp; Co, Inc</u>  Internal Address: <u>4th floor</u>  Street Address: <u>24-76 Northern Blvd</u>  City: <u>Long Island City</u> State: <u>NY</u> Zip: <u>11101</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>New York</u>  <input type="checkbox"/> Other _____</p> <p><small>If assigned &amp; not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 3, 2005</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)  <u>75/243,589</u></p> <p>B. Trademark Registration No.(s)  <u>2,215,867</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Monica Titoren</u>  Internal Address: <u>4th floor</u></p> <p>Street Address: <u>MZ Berger &amp; Co, Inc</u>  <u>24-76 Northern Blvd</u>  City: <u>Long Island City</u> State: <u>NY</u> Zip: <u>11101</u></p>	<p>6. Total number of applications and registrations involved: <u>one</u></p> <p>7. Total fee (37 CFR 3.41) ..... \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account:</p> <p>8. Deposit account number:  <u>AMRX ending in xxx1001</u></p> <p><small>(Attach duplicate copy of this page if paying by deposit account.)</small></p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p><u>Monica Titoren, Trademark Manager</u>      <u>[Signature]</u>  Name of Person Signing      Signature</p> <p style="text-align: right;">Date: <u>1/03/05</u></p> <p><small>Total number of pages including cover sheet, attachments, and documents: _____  Mail documents to be recorded with required cover sheet information to:  Commissioner of Patent &amp; Trademarks, Box Assignments  Washington, D.C. 20251</small></p>	

<b>TRADEMARK ASSIGNMENT</b>
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**01/03/2005**  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prime Time Watch Co., Inc.		01/03/2005	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M. Z. Berger & Co., Inc.		
<b>Street Address:</b>	29-76 Northern Blvd		
<b>Internal Address:</b>	4th floor		
<b>City:</b>	Long Island City		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11101		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2215867	ROCKLAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(718)391-8908		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	718-472-7557		
<b>Email:</b>	mtitera@mzo.com		
<b>Correspondent Name:</b>	M.Z. Berger & Co., Inc.		
<b>Address Line 1:</b>	29-76 Northern Boulevard		
<b>Address Line 2:</b>	4th Floor		
<b>Address Line 4:</b>	Long Island City, NEW YORK 11101		
<b>NAME OF SUBMITTER:</b>	Monica Titera		
<b>Signature:</b>	/MONICA TITERA/		
<b>Date:</b>	01/03/2005		

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Total Attachments: 1  
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**AGREEMENT**

**THIS AGREEMENT ("Agreement") is made and entered into this 22<sup>nd</sup> day of August, 1999 by and between M.Z. BERGER & COMPANY, INC. ("Berger"), a New York corporation with a principal place of business located at 33-00 Northern Boulevard, Long Island City, New York 11101 and PRIME TIME WATCH CO., Inc. ("Prime Time"), having a place of business located at 387 Fifth Avenue, New York, New York.**

**WHEREAS, Prime Time is the owner of the trademark ROCKLAND and has previously been granted a license under the trademarks WOLVERINE and HUSH PUPPY from Wolverine Company ("Wolverine"), which owns such trademarks;**

**WHEREAS, Berger desires to acquire the trademark ROCKLAND from Prime Time and further desires to take a license from Wolverine for use of the WOLVERINE and HUSH PUPPY trademarks; and**

**WHEREAS, Prime Time desires to transfer ownership of the ROCKLAND trademark to Berger, and further desires to relinquish its right and license to use the trademarks WOLVERINE and HUSH PUPPY;**

**NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, it is AGREED as follows:**

1. **Prime Time shall assign all right, title and interest in and to the ROCKLAND trademark to Berger.**
2. **Simultaneously with the execution of this Agreement by the parties, Prime Time shall relinquish all rights granted to it pursuant to the license from Wolverine with respect to the WOLVERINE and HUSH PUPPY trademarks, and such license shall be terminated.**
3. **Simultaneously with the execution of this Agreement, Berger will enter into a license agreement with Wolverine, upon terms which have been negotiated by and between them, for use of the WOLVERINE and HUSH PUPPY trademarks.**
4. **Upon execution of this Agreement, Berger will pay to Prime Time the non-refundable amount of two hundred fifty thousand dollars (\$250,000.00).**
5. **On the first annual anniversary of the execution of this Agreement, Berger shall pay to Prime Time the amount of one hundred fifty thousand dollars (\$150,000.00) in connection with Prime Time's agreement to relinquish its rights under the WOLVERINE trademark as set forth herein. However, if at any time during the one year period following execution of this Agreement, or on the date of the first annual anniversary of the execution of this Agreement, Berger shall decide to relinquish its right and license to the WOLVERINE trademark as granted to Berger by Wolverine, then Berger shall not be required to pay such one hundred and fifty thousand dollars (\$150,000.00) to Prime**

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FOR THE SIGNATURE

Time, and Berger will then cease all use of the WOLVERINE trademark.

- 6. In connection with Prime Time's agreement herein to relinquish all rights granted to it by Wolverine in connection with the HUSH PUPPY trademark, Berger shall pay to Prime Time, in addition to any royalties payable to Wolverine pursuant to the agreement between them, four percent (4%) of net sales, as defined in the agreement between Berger and Wolverine, of goods bearing the HUSH PUPPY trademark, for the entire period during which the agreement, or any renewals or extensions thereof, by and effect. Such payments shall be made by Berger to Prime Time at the same time as Berger makes its royalty payments to Wolverine.
- 7. Prime Time represents and warrants that it is the lawful owner of the ROCKLAND trademark and has the right, power and authority to assign such trademark to Berger.
- 8. Prime Time represents and warrants that its agreements with Wolverine with respect to the WOLVERINE and HUSH PUPPY trademarks are in full force and effect, and that, to the best of its knowledge, there are no impediments to it entering into this Agreement.
- 9. Prime Time agrees to execute any and all documents necessary to perfect Berger's rights as granted hereunder.
- 10. Prime Time agrees not to compete with Berger with respect to the ROCKLAND trademark or any mark confusingly similar thereto, and it further agrees not to compete with Berger with respect to the WOLVERINE and HUSH PUPPY trademarks, or any marks confusingly similar thereto, during the period in which Berger's rights under each such trademark remain in full force and effect.
- 11. This Agreement does not constitute either party the agent of the other, or create a partnership or joint venture between the parties, and neither Berger nor Prime Time shall have any power or authority to obligate or bind the other in any manner whatsoever.
- 12. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but such Agreement shall be construed and enforced without such invalid or unenforceable provisions.
- 13. No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any term, right or condition.
- 14. The respective obligations of Berger and Prime Time under this Agreement which by their nature would continue beyond the termination or expiration

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hereof, shall survive such termination or expiration.

- 15. This Agreement shall be interpreted in accordance with the laws of the State of New York and any applicable laws of the United States of America. The parties hereby submit to the jurisdiction of all state and federal courts in the State of New York, County of New York.
- 16. Upon reasonable notice to Berger, Prime Time may assign this Agreement to Ralph Cindy or another third party.

MY. BERGER & CO., INC.

PRIME TIME WATCH CO. INC.

By: *[Signature]*

By: *[Signature]*

Title: *CEO*

Title: *Pres.*

Copyright © 1999 PrimeTime Live, Inc.

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