

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 |
| Beldoch Industries Corporation | | 04/06/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Donn K Acquisition LLC | | |
| Street Address: | 1450 Broadway | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 800431 | ALBEROY | |
| Registration Number: | 1352914 | ANDREA LAUREN | |
| Registration Number: | 1175306 | BELDOCH POPPER | |
| Registration Number: | 1354206 | CIGALE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)806-2560 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-806-5400 | | |
| Email: | afisher@stroock.com | | |
| Correspondent Name: | Heather L. Heft | | |
| Address Line 1: | 180 Maiden Lane | | |
| Address Line 2: | Stroock & Stroock & Lavan LLP | | |
| Address Line 4: | New York, NEW YORK 10038 | | |
| NAME OF SUBMITTER: | Heather L. Heft | | |
| Signature: | /heather l. heft/ | | |

CH \$115.00 800431

TRADEMARK

Date:

04/20/2005

Total Attachments: 5

source=Beldoch-DonnK_1#page1.tif

source=Beldoch-DonnK_2#page1.tif

source=Beldoch-DonnK_3#page1.tif

source=Beldoch-DonnK_4#page1.tif

source=Beldoch-DonnK_5#page1.tif

ASSIGNMENT OF TRADEMARKS

WHEREAS, Beldoch Industries Corporation, a Delaware corporation, located and doing business at 1411 Broadway, New York, New York 10018 (“Assignor”), is the owner of common law trademarks, trademarks and the record owner of certain trademark registrations and applications, including, without limitation, the trademark registrations and applications set forth in the Schedule of Trademarks annexed hereto and made a part hereof (collectively, the “Trademarks”); and

WHEREAS, Donn K Acquisition LLC, a Delaware Limited Liability Company, located and doing business at 1450 Broadway, New York, NY 10018 (“Assignee”), is desirous of acquiring all of the rights, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, and the portion of the business in connection with any intent-to-use trademark applications; and

NOW THEREFORE, pursuant to an Asset Purchase Agreement, dated as of February 4, 2005, as amended, by and between Assignee and Assignor, and in consideration of good and valuable consideration paid by Assignee to Assignor, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby sells, transfers, and assigns to Assignee, the entire right, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, all trademark registrations and applications therefor, and the portion of the business in connection with any intent-to-use trademark applications; and

Assignor does also hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives; and

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and any official of any state or country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument; and

Assignor further agrees to execute such additional documents as may be required in the United States and in states and countries foreign to the United States, to record Assignee as owner of the Trademarks and registrations and applications herein assigned; and

Assignor hereby irrevocably grants to Assignee a power of attorney, to act as Assignor’s attorney-in-fact, with full authority in the name, place and stead of Assignor, from time to time in Assignee’s discretion, to take any action and to execute any instrument that Assignee may reasonably deem necessary or advisable to accomplish the purposes of this Assignment of Trademarks and to record Assignee as owner of the Trademarks herein assigned; and

Assignor also represents and warrants that it has the unqualified right and power to enter into this Agreement and perform its terms; that it is the sole and exclusive owner of the entire right, title and interest in and to, free and clear of any liens, charges and encumbrances, of the Trademarks, that the Trademarks are valid, enforceable, and in good standing, that no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, that the Trademarks have not been adjudged invalid or unenforceable, in whole or in part by any court of competent jurisdiction, nor has any holding, decision or judgment been rendered by any Governmental Authority which would limit or cancel the validity, registrability or enforceability of any of the Trademarks, that no action or proceeding is pending seeking to limit, or cancel the validity of any of the Trademarks, and Assignor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Trademarks.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the ___ day of April, 2005.

Assignor:
Beldoch Industries Corporation

By: [Signature]

Title: CEO

Date: 4/6/2005

STATE OF NEW YORK)

: ss.:


COUNTY OF NEW YORK)

On the 6 day of April, 2005, before me personally came Assignor's representative, to me known, who being by me duly sworn, did depose and say that he holds the office of CEO of the Assignor described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said company.

[Signature]
Notary Public

JEFFREY M. NEGRON
Notary Public, State of New York
No. 01NE6107707
Qualified In Queens County
Certificate Filed in New York County
Commission Expires May 24, 2008

Assignee:
Donn K Acquisition LLC

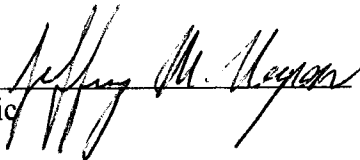
By: 

Title: Secretary

Date: 4/10/2005

STATE OF NEW YORK
: ss.:
COUNTY OF NEW YORK

On the 10 day of April, 2005, before me personally came Assignee's representative, to me known, who being by me duly sworn, did depose and say that he holds the office of Secretary of the Assignee described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said company.


Notary Public

JEFFREY M. NEGRON
Notary Public, State of New York
No. 01NE6107707
Qualified in Queens County
Certificate Filed in New York County
Commission Expires May 24, 2008

SCHEDULE OF TRADEMARKS

| Mark | Reg. No. | Reg. Date |
|----------------|-----------------|------------------|
| ALBEROY | 800,431 | 12/14/65 |
| ANDREA LAUREN | 1,352,914 | 8/6/85 |
| BELDOCH POPPER | 1,175,306 | 10/27/81 |
| CIGALE | 1,354,206 | 8/13/85 |

SSL-DOCS1 1559809v2

RECORDED: 04/20/2005

**TRADEMARK
REEL: 003069 FRAME: 0723**