

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
Wells Fargo Century, Inc.		04/27/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Penfii Industries, Inc.		
Street Address:	149 West 36th Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1344645	DRIZZLE	
CORRESPONDENCE DATA			
Fax Number:	(212)391-4556		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-889-4486		
Email:	mleve@ssgpc.com		
Correspondent Name:	Silverberg Stonehill & Goldsmith, P.C.,		
Address Line 1:	111 West 40th Street		
Address Line 2:	33rd Floor. Attn: Marc D. Leve		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Marc D. Leve		
Signature:	/Marc D. Leve/		
Date:	05/05/2005		

OP \$40.00 1344645

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK, made and dated as of April 27, 2005, (this "Assignment") as follows:

WHEREAS, FAIRBROOKE COMPANY, INC., a New York corporation with offices c/o Pavia & Harcourt LLP, 600 Madison Avenue, New York, New York 10022, Attn: John A. Goodman, Esq. (the "Debtor"), and certain affiliates of Debtor, entered into a Factoring, Financing and Security Agreement and a Trademark Security Agreement, both dated July 29, 2002 (the "Security Agreements") with WELLS FARGO CENTURY, INC., a New York corporation with offices at 119 West 40th Street, New York, New York 10018 (the "Assignor"), pursuant to which the Debtor granted a lien and security interest to Assignor of the trademark DRIZZLE, including derivations and translations thereof, including but not limited to the registered trademark DRIZZLE & Design, United States federal trademark Reg. No. 1,344,645, granted June 25, 1985, together with the business relating to the said Trademark and the goodwill associated therewith (the "Trademark"); and

WHEREAS, the Debtor represented and warranted to Assignor that it was the owner of the entire right, title and interest in and to the Trademark, and including the common law and statutory rights as assignor, and the Debtor further represented and warranted to Assignor that it had used and was using the Trademark in interstate commerce for men's and ladies' raincoats in International Class 25; and

WHEREAS, as a result the default of Debtor's obligations under the Security Agreements, the Debtor conveyed, transferred, and assigned to Assignor all of Debtor's said rights, registrations and applications to the Trademark, together with the business relating to the said Trademark and the goodwill associated therewith; and

WHEREAS, Assignor desires to convey, transfer, and assign to PENFLI INDUSTRIES, INC., a New York corporation, having an office at 149 West 36th Street, 7th Floor, New York, New York 10018 (the "Assignee"), and Assignee, as assignee, is desirous of acquiring all of Assignor's said rights, registrations and applications to the Trademark, and the goodwill associated therewith, pursuant to a certain Trademark Purchase Agreement, dated April 27, 2005, by and between Assignor and Assignee (the "Purchase Agreement").

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 does hereby sell, assign, transfer and set over unto ASSIGNEE all of its right, title and interest in and to the Trademark, together with all goodwill and business symbolized by said Trademark 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.

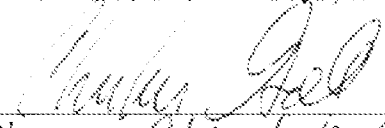
TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns forever.

The sale, transfer and conveyance by the Assignor to the Assignee of all of the Assignor's right, title and interest in the trademarks is made without recourse to Assignor; is made "as is" and without any representation or warranties, whether expressed or implied, by the Assignor of any kind, nature or description whatsoever including without limitation any warranties or representations of merchantability, except as specifically set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the Assignor has signed this Assignment as of the 27th day of April, 2005.

ASSIGNOR:

WELLS FARGO CENTURY, INC.

By: 
Name: Christopher Coll
Title: SVP

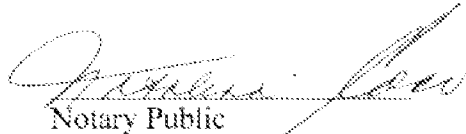
ASSIGNEE:

PENFLI INDUSTRIES, INC.

By: 
Name: Josif Fischman
Title: Vice President

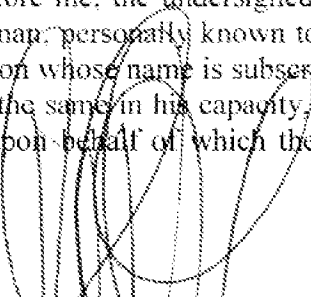
ACKNOWLEDGMENTS

On the 26th day of April, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared CHKISDPLEX GO LLC personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public

My Commission Expires June 2, 2007
Notary Public State of New York
No. 01006093279
Qualified in Kings County
NATALINA COCO

On the 27th day of April, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Iosif Fischman, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Notary Public
My Commission Expires:

MARLENE M. LAZARUS
Notary Public, State of New York
No. 31-4728982
Qualified in New York County
Commission Expires February 28, 2007