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05-17-2005

Form PTO-1594
6-93

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U.S. Department of Commerce
Patent and Trademark Office

102905982

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

1. Name of conveying party(ies):
L'Koral, Inc.

Individual(s) Corporation - CA
 General Partnership Association
 Limited Partnership
 Other: _____

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Seven For All Mankind

Street Address:
2650 Fruitland Avenue

City / State:
Vernon, California 90058

Individual(s) Corporation
 General Partnership Association
 Limited Partnership
 Other: Delaware limited liability company

If Assignee is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be separate document from Assignment.)

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:

Assignment Security Agreement
 Merger Change of Name
 Other: _____

Execution Date: 2/24/05

4. Trademark Application Number(s) or Registration Number(s):

A. Trademark Application No.(s)
see attached list

B. Registration No.(s)
see attached list

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning documents should be mailed:

Name: Jane Shay Wald, Esq.
Address: Irell & Manella LLP
1800 Avenue of the Stars
Suite 900

City: Los Angeles
State: CA
Zip: 90067

6. Total no. of applications and registrations involved: 22

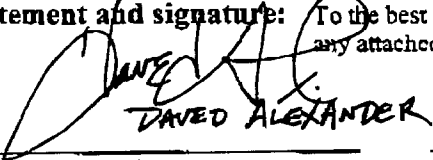
7. Total fee (37 CFR 3.41): \$ 565.00

Enclosed
 Authorized to charge to deposit account

8. Deposit account number: ~~09-8946~~
20-0052

DO NOT USE THIS SPACE

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.



 Jane Shay Wald Signature Date 28 Feb 2005

Total number pages including cover sheet, attachments, and documents: 7

05/18/2005 DBYRNE 00000019 200052 76330171

01 FC:8521 40.00 DA
 02 FC:8522 525.00 DA
 03 FC:8523 120.00 DA

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SCHEDULE A

Trademark	Filed	Serial No.	Registration No./Issue Date (if applicable)
7 FOR ALL MANKIND	10/26/01	76/330,171	
7 FOR ALL MANKIND	10/26/01	75/983,008	Registered 10/5/04 2,890,644
7 FOR ALL MANKIND	6/1/04	78/428,268	
7 FOR ALL MANKIND	1/27/05	78/555,508	
7 FOR ALL MANKIND	2/7/05	78/562,271	
7 FOR ALL MANKIND (Stylized)	11/1/01	76/333,111	
7 FOR ALL MANKIND (Stylized)	11/1/01	75/983,009	Registered 10/5/04 2,890,645
FOR ALL MANKIND	10/30/01	76/332,328	
FOR ALL MANKIND	10/30/01	75/982,990	Registered 6/17/03 2,726,272
FOR ALL MANKIND	7/9/03	78/272,388	
FOR ALL MANKIND	6/1/04	78/428,263	
MANKIND	11/23/93	74/462,357	Registered 7/11/95 1,905,065
SEVEN FOR ALL MANKIND	10/2/01	76/320,287	
SEVEN FOR ALL MANKIND	10/2/01	75/983,026	Registered 5/18/04 2,842,072
SEVEN FOR ALL MANKIND	1/31/05	78/557,373	

Trademark	Filed	Serial No.	Registration No./Issue Date (if applicable)
SEVEN FOR ALL MANKIND	2/7/05	78/562,258	
Design Only	11/1/01	76/333,011	
Design Only	11/1/01	75/982,867	Registered 12/2/03 2,787,838
Design Only	4/16/03	78/238,552	
Design Only	4/16/03	78/238,548	
Design Only	11/22/04	78/521,445	
Design Only	2/7/05	78/562,283	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 24th, 2005 ("Effective Date") by and between L'Koral Incorporated, a corporation incorporated under the laws of California ("Assignor"), and Seven For All Mankind, LLC, a limited liability corporation formed under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations and the applications for trademark registration in the United States set forth on Schedule A (collectively, the "Marks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks, together with the goodwill associated therewith.

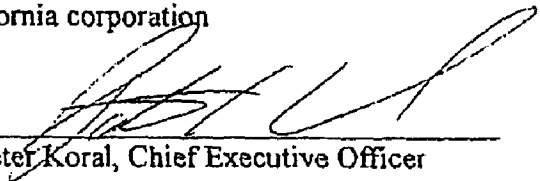
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes and otherwise conveys, assigns, transfer and delivers to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, including, without limitation, any translations, adaptations, derivations and combinations thereof and renewals in connection therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, dilution or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date

L'KORAL INCORPORATED,
a California corporation

By: 
Peter Koral, Chief Executive Officer

SEVEN FOR ALL MANKIND, LLC,
a Delaware limited liability company

By: L'Koral Incorporated
Its Sole Member

By: 
Peter Koral, Chief Executive Officer

Trademark Assignment