

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
Mannor Corporation		05/20/1999	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Finova Capital Corporation		
Street Address:	111 West 40th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0993984	SATURDAYS BRITCHES	
Registration Number:	1513671	SCOTLAND YARD AUTHENTIC WEAR	
Registration Number:	1269979	SCOTLAND YARD	
Registration Number:	1001302	A NOTCH ABOVE...	
CORRESPONDENCE DATA			
Fax Number:	(212)791-7276		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127917200		
Email:	ceb@hartbaxley.com		
Correspondent Name:	Charles E. Baxley, Esq.		
Address Line 1:	90 John Street		
Address Line 2:	Third Floor		
Address Line 4:	New York, NEW YORK 10038		
NAME OF SUBMITTER:	Charles E. Baxley		
Signature:	/CharlesEBaxley/		

CH \$115.00 0993984

Date:

06/27/2005

Total Attachments: 7

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**ASSIGNMENT OF INTELLECTUAL
PROPERTY AND PROPRIETARY RIGHTS**

THIS AGREEMENT, effective the 20th day of May, 1999, is by and between MANNOR CORPORATION, an Alabama corporation ("Assignor"), having an address at 111 South Hoyle Avenue, Bay Minette, Alabama 36507, and FINOVA CAPITAL CORPORATION, a Delaware corporation ("Assignee"), having an address at 111 West 40th Street, New York, New York 10018.

WHEREAS, Assignor owns the entire right, title and interest to the Intellectual Property (as hereinafter defined) and Proprietary Rights (as hereinafter defined), including, without limitation, the Intellectual Property and Proprietary Rights set forth in Schedule A hereto and made a part hereof, together with the goodwill of the business symbolized by such Intellectual Property and Proprietary Rights and the registrations thereof and applications therefor;

WHEREAS, pursuant to the Consent and Repossession of Collateral Agreement, dated as of May 20, 1999 (the "Consent and Repossession Agreement"), by and among Assignor, Assignee and Norman Feinberg, as guarantor, Assignor agrees to assign and transfer, among other things, its entire right, title and interest, worldwide, in and to such Intellectual Property and Proprietary Rights together with the goodwill of the business symbolized by such Intellectual Property and Proprietary Rights and the registrations thereof and applications therefor, including, without limitation, all causes of action for past infringement, customer and supplier lists, files, records, data bases, software and other similar information; and

WHEREAS, it is desired that the assignment of said registrations and applications be made of record in the United States Patent and Trademark Office, and other appropriate patent and trademark offices.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. (a) The term "**Intellectual Property**" means all of Assignor's registered and unregistered United States and foreign patents, copyrights, trademarks, tradenames, service marks, designs, drafts, formulas, inventions, product specifications, procedures, methods of operations, know-how, trade secrets, intellectual property and goodwill, and all rights, title and interests of Assignor of every kind, nature and description connected with the foregoing.

(b) The term "**Proprietary Rights**" means all of Assignor's process and data files, costing information, personnel information, technology, systems, computer programs, computer data, software, processes, production details, inventions, formula,


designs, literature, artwork, brochures, toll-free telephone numbers, specifications, advertising and promotional materials and other proprietary rights, and all rights, title and interests of Assignor of every kind, nature and description connected with the foregoing.

2. Assignor does hereby grant, transfer, assign, convey and set over unto Assignee, its successors, assigns and legal representatives, and Assignee does hereby acquire from Assignor, all of the Assignor's right, title and interest in and to the Intellectual Property and Proprietary Rights, together with all foreign counterparts thereof, all designs and general intangibles of a like nature, all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, divisions, continuations, extensions and renewals thereof, together with the goodwill of the business symbolized by each of the Intellectual Property and Proprietary Rights, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing such trademarks and any and all proceeds of any of the foregoing, including, without limitation, licenses, royalties and proceeds of infringements suits, the right to sue for past, present and future infringements, and the right to sue for and collect the same of its own use and for the use of its successors, assigns or legal representatives.

3. Assignor agrees: (a) to execute all necessary papers throughout the world to be used in connection with any patent, trademark or copyright application or registration of Assignee relating to any of the Intellectual Property or Proprietary Rights, and the recordal of assignment therefor, including the worldwide rights to the invention described and claimed therein, and any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part therefor as Assignee may deem reasonably necessary or expedient; and (b) at Assignee's expense to perform all other affirmative acts which in Assignee's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the Intellectual Property or Proprietary Rights. These obligations or assistance by Assignor shall survive closing related to the Consent and Repossession Agreement.

IN WITNESS WHEREOF, the parties have caused this assignment to be executed by their respective duly authorized officers as of the day and year first written above.

MANNOR CORPORATION

By: 
Name: JEFF FEINBERG
Title: EXECUTIVE VICE PRESIDENT, SECRETARY

FINOVA CAPITAL CORPORATION


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this assignment to be executed by their respective duly authorized officers as of the day and year first written above.

MANNOR CORPORATION

By: _____
Name:
Title:

FINOVA CAPITAL CORPORATION

By: 
Name: Janel K. Griffith
Title: Vice President

STATE OF Pennsylvania
:SS
COUNTY OF Clearfield

~~May~~ ____, 1999

On this 9th day of ~~May~~ Nov, 1999, before me, personally came Jeff Feinberg to me known, who being duly sworn, did depose and say that he/she is the Executive VP/Sec of MANNOR CORPORATION, the corporation described in and which executed the foregoing instruments; and that he signed his/her name thereto by order of the Board of Directors of said corporation.

Before me,

Jacqueline S. Ciamacco
Notary Public

My Commission Expires:

Notarial Seal
Jacqueline S. Ciamacco, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires March 5, 2001

STATE OF _____
:SS
COUNTY OF _____

May ____, 1999

On this ____ day of May, 1999, before me, personally came _____ to me known, who being duly sworn, did depose and say that he/she is the _____ of FINOVA CAPITAL CORPORATION, the corporation described in and which executed the foregoing instruments; and that he signed his/her name thereto by order of the Board of Directors of said corporation.

Before me,

Notary Public

My Commission Expires:

STATE OF

:SS

COUNTY OF

May ____, 1999

On this ____ day of May, 1999, before me, personally came _____, to me known, who being duly sworn, did depose and say that he/she is the _____ of MANNOR CORPORATION, the corporation described in and which executed the foregoing instruments; and that he signed his/her name thereto by order of the Board of Directors of said corporation.

Before me,

Notary Public
My Commission Expires:

STATE OF *California*
COUNTY OF *Los Angeles* :SS

May 27, 1999

On this 27th day of May, 1999, before me, personally came Vard Griffith, to me known, who being duly sworn, did depose and say that he/she is the Vice President of FINOVA CAPITAL CORPORATION, the corporation described in and which executed the foregoing instruments; and that he signed his/her name thereto by order of the Board of Directors of said corporation.

Before me,

Monika Klingsoehr
Notary Public
My Commission Expires:



ASSIGNMENT OF INTEREST IN TRADEMARKS FROM
MANNOR CORP. TO FINOVA CAPITAL CORPORATION

SCHEDULE A

COUNTRY	MARK	REGISTRATION NO.
United States	ADJUSTEASE	2,049,289
United States	SCOTLAND YARD AUTHENTIC WEAR & Design	1,513,671
United States	PAXTON ROW	1,354,712
United States	SCOTLAND YARD	1,269,979
United States	STRETCH-O-MATIC & Design	1,204,617
United States	SATURDAYS BRITCHES	993,984
United States	MANNOR Stylized	1,001,303
United States	A NOTCH ABOVE . . .	1,001,302
Benelux	SCOTLAND YARD AUTHENTIC WEAR	454,895
Canada	SCOTLAND YARD AUTHENTIC WEAR	TMA369,930
Canada	SCOTLAND YARD	TMA304,953
France	SCOTLAND YARD AUTHENTIC WEAR	1,527,412
Germany	SCOTLAND YARD SPORTSWEAR	1,189,496
Germany	SCOTLAND YARD	1,189,495
Italy	SCOTLAND YARD AUTHENTIC WEAR	539,195
United Kingdom	SCOTLAND YARD APPAREL WEAR	B1,357,281

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