

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
PCA Apparel Industries, Inc.		12/01/2001	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	American Marketing Enterprises, Inc.		
Street Address:	10 West 33rd Street		
Internal Address:	Room 516		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	818706	PCA	
Registration Number:	1380539	PACIFIC COAST ATHLETIC	
Registration Number:	1351772	P C A	
Registration Number:	1572083	PCA APPAREL	
Registration Number:	2436348	PACIFIC COAST ATHLETIC	
Registration Number:	2483827	ZZZ'S	
CORRESPONDENCE DATA			
Fax Number:	(212)575-0671		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-790-9200		
Email:	trademark@cjl.com		
Correspondent Name:	Cowan, Liebowitz & Latman, P.C.		
Address Line 1:	1133 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

OP \$165.00 818706

NAME OF SUBMITTER:	Mary L. Kevlin
Signature:	/Mary L. Kevlin/
Date:	08/02/2005
Total Attachments: 2 source=pca assignment#page1.tif source=pca assignment#page2.tif	

BILL OF SALE

This BILL OF SALE ("Bill of Sale"), dated as of December 1, 2001, is being executed and delivered by the undersigned pursuant to that certain Terms Agreement (the "Agreement") dated July 20, 2001, by and between PCA Apparel Industries, Inc. ("Seller"), and American Marketing Enterprises, Inc. ("Buyer").

All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

Subject to and in accordance with the terms of the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the date hereof, Seller hereby grants, sells, conveys, transfers, assigns and delivers to Buyer all of its right, title and interest in and to all of the tangible and intangible assets to be sold to Buyer pursuant to the Agreement (the "Acquired Assets"), including, without limitation, Seller's contracts, intellectual property, books and records, goodwill and certain licenses. Notwithstanding the foregoing, Seller does not hereby grant, sell, convey, transfer, assign or deliver to Buyer any of Seller's right, title or interest in and to any of the that are to be retained by Seller pursuant to Section 8 of the Agreement.

Seller hereby authorizes and grants its power of attorney to Buyer and appoints Buyer and the officers thereof as Seller's attorneys-in-fact to take any appropriate action in connection with any of the Acquired Assets, in the name of Seller or in its own or any other name but at its own expense, it being understood that this authorization and power of attorney are coupled with an interest and irrevocable.

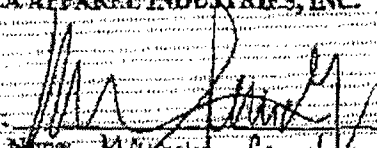
On and after the Closing Date, Seller shall, from time to time at Buyer's reasonable written request, execute such further documentation as is necessary and appropriate to effectuate the grant, sale, conveyance, transfer, assignment and delivery of the Acquired Assets.

This instrument shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts-of-laws principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale as of the date hereof.

FCA APPAREL INDUSTRIES, INC.

By: 
Name: Mark Sandberg
Title: Vice President