

06-15-2005

6-13-05

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103021122

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Juno of California LLC
Richard Bernstein
Steven Scott Nussbaum

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

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 16 April, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Moose Creek, Inc.

Internal

Address: _____

Street Address: 20801 Currier Road

City: City of Industry

State: California

Country: U.S.A. Zip: 91789

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,571,416

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bradley D. Blanche

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: Seventeenth Floor, 695 Town Center Drive

City: Costa Mesa

State: CA Zip: 92626-1924

Phone Number: (714) 668-6255

Fax Number: (714) 979-1921

Email Address: bradleyblanche@paulhastings.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2613

Authorized User Name Paul, Hastings Janofsky & Walker LLP

OPR/FINANC
JUN 13 AM 8:17

9. Signature:

Signature

June / 0, 2005

Date

Bradley D. Blanche

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

06/14/2005 ECDOPER 0000127 2571416 Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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40.00 DP

TRADEMARK
REEL: 003181 FRAME: 0260

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made this 16th day of May, 2005 by and between Juno of California LLC ("Juno"), Richard Bernstein, and/or Steven Scott Nussbaum (the "*Assignors*"), and Moose Creek, Inc. ("*Assignee*").

WHEREAS, Assignors own the entire right, title and interest in and to (1) the United States registration for the "Moose Creek" trademarks, names, brands, labels, symbols, icons, references and marks of any kind more particularly identified on Schedule A attached hereto and incorporated by reference herein, and (2) the pending registration for such trademarks in the People's Republic of China (collectively, the "*U.S. and China Trademarks*") and the goodwill of the business associated therewith and all causes of action, excluding the action entitled *Moose Creek Inc., et al., v. Abercrombie & Fitch Co., et al.*, Case No. CV 04-2894, which is filed in the District Court for the Central District of California (the "*Abercrombie & Fitch Litigation*"), relating thereto. Juno of California LLC and Moose Creek, Inc. are currently plaintiffs in the Abercrombie & Fitch Litigation. The Abercrombie & Fitch Litigation shall be handled in accordance with Section 5 of that certain Settlement Agreement by and between Assignors, Assignee, Chris Li and C&C Textiles, Inc., dated the date of this Assignment (the "*Settlement Agreement*");

WHEREAS, Assignors have agreed to transfer to Assignee all of Assignors' entire right, title and interest in and to the U.S. and China Trademarks, as well as the entire right, title, and interest in and to any and all trademarks, licenses, interests, goodwill, and other intellectual property and intellectual property rights, whether current or pending, in the "Moose Creek" trademarks, names, brands, labels, symbols, icons, references and marks of any kind worldwide, to the extent Assignors hold such right, title and interest, and to the extent Assignors acquire such right, title and interest in the future (collectively, the "*Trademarks*"), with the sole exception of the trademark filed by Assignors in Japan for the "Moose Creek" name, brand, label, symbol, icon, or reference (the "*Japan Interests*"), pursuant to Section 3.3 of the Settlement Agreement, with the Japan Interests being excluded from the definition of the term Trademarks as used hereafter; and

WHEREAS, Assignors and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Settlement Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignors and Assignee hereby agree as follows:

1. Certain Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used in this Assignment shall have the respective meanings ascribed to such terms in the Settlement Agreement.
2. Assignment. Assignors do hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignors, all of the entire right, title and interest

of Assignors in and to the Trademarks and all rights associated therewith including, without limitation, all common law trademarks for which no applications or registrations exist or for which registrations have lapsed, all applications to register the Trademarks, and all registrations that have been or may be granted for the Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Trademarks and symbolized thereby, together with the right to sue and recover damages for past, present and future infringement thereof, excluding the Abercrombie & Fitch Litigation to be handled in accordance with Section 5 of the Settlement Agreement, together with the business to which the Trademarks pertain and the goodwill associated with the business in connection with which the Trademarks have been used, and to fully and entirely stand in the place of the Assignors in all matters related to the Trademarks. It is hereby acknowledged, however, that this assignment does not include any right, title and interest to the trademark "Juno of California" and all rights associated therewith.

3. Assignors agree to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignors' right, title, and interest in and to the Trademarks to Assignee worldwide and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor, all at the expense of Assignee.

4. Reservation of Rights in the Assignor. Notwithstanding anything to the contrary in this Assignment, this Assignment is subject to a reserved nonexclusive license in Juno to use the Trademarks in any country worldwide strictly for the purpose of making or having made products bearing the Trademarks for sale only in Japan in association with the Japan Interests (the "**Reserved Rights**"), but Assignors do not retain any rights to use the Trademarks outside of Japan beyond these limited Reserved Rights. *Provided, however*, that if a trademark has not yet been registered or issued to Assignee in the country where Juno desires to make or have made products made bearing the Trademarks, Juno shall immediately notify and obtain the consent of Assignee, such consent not to be unreasonably withheld, and shall be responsible for all costs, expenses and fees associated with the registration or issuance of a trademark in that country during the time that Juno requires such registration or issuance in connection with the Reserved Rights. In the event that Juno no longer requires the registration or issuance of a trademark in connection with the Reserved Rights, Juno shall give Assignee at least 30 days notice of such discontinuation, and Juno's obligation for costs, expenses and fees associated with the registration or issuance of a trademark in that country will terminate 30 days after Juno gives such notice. Upon issuance or registration of the trademark Assignee shall be the sole owner of the trademark. Annually, on January 31, Juno shall report to Assignee the number of, and a description of, the goods it is making or having made under its Reserved Rights.

5. Nonimpairment of Settlement Agreement. Neither the making nor the acceptance of this Assignment shall restrict, impair, reduce, expand or otherwise modify the terms of the Settlement Agreement or constitute a waiver or release by Assignors or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Settlement Agreement including, without limitation, the representations and warranties and other provisions thereof. The covenants, representations and warranties of Assignors and Assignee set forth in

the Settlement Agreement will survive the execution and delivery of this Assignment and are subject to the limitations and restrictions set forth in the Settlement Agreement.

6. Registration. Assignors hereby authorize and request the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments worldwide, and the diverse registrars, commissioners and other official authorities worldwide charged with the registration and issuance of trademarks in the various affected jurisdictions to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignors, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

7. Binding Effect and Governing Law. This Assignment is binding on Assignors, and their successors and assigns, and will inure to the benefit of Assignee, its successors and assigns, and shall be construed and enforced in accordance with the laws of the State of California without regard to the conflict or choice of law rules of California or any other jurisdiction.

8. Counterparts; Amendment. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of Assignors and Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused their respective duly authorized representative to execute this Assignment as of the 16th day of April, 2005.

JUNO OF CALIFORNIA LLC

By Steven S. Nussbaum
Name: STEVEN S. NUSSBAUM
Title: PRESIDENT

STATE OF California)
COUNTY OF Los Angeles)

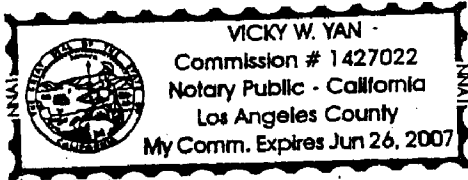
SS:

On this 16th day of April, 2005, before me personally appeared Steven S. Nussbaum, ~~known to me (satisfactorily proven)~~ to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized President of Juno of California LLC, executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: Vicky W. Yan

My commission expires: June 26, 2007



RICHARD BERNSTEIN

Richard Bernstein

STATE OF California)
COUNTY OF Los Angeles)

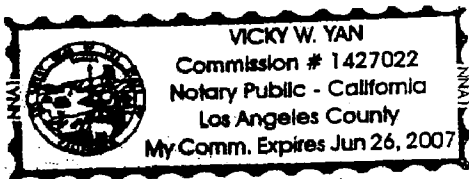
SS:

On this 16th day of April, 2005, before me personally appeared Richard Bernstein, ~~known to me (satisfactorily proven)~~ to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: Vicky W. Yan

My commission expires: June 26, 2007



STEVEN SCOTT NUSSBAUM

Steven S. Nussbaum

[Signature Page to Trademark Assignment]

OC377259.1

TRADEMARK
REEL: 003181 FRAME: 0264

STATE OF California)
COUNTY OF Los Angeles)

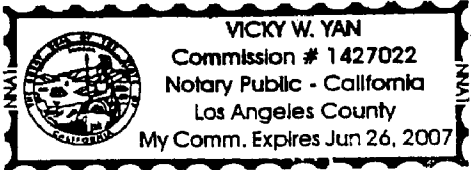
SS:

On this 16th day of April, 2005, before me personally appeared Steven Scott Nussbaum, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: Vicky W. Yan

My commission expires: June 26, 2007



MOOSE CREEK INC.

By [Signature]
Name: CHRIS GANG LI
Title: CEO

STATE OF California)
COUNTY OF Los Angeles)

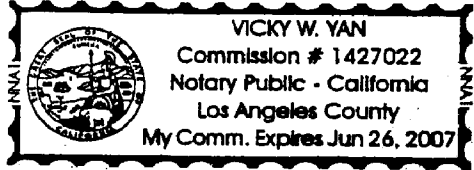
SS:

On this 16th day of April, 2005, before me personally appeared Chris Gang Li, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized CEO of Moose Creek Inc., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: Vicky W. Yan

My commission expires: June 26, 2007



SCHEDULE A

Trademark	Registration Number	Jurisdiction
"MOOSE CREEK"	2,571,416	United States

OC/377259.1