

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/19/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sirena Apparel Group, Inc., The		09/19/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Foothill Capital Corporation
Street Address:	11111 Santa Monica Boulevard, suite 1500
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2111987	BODY JEWELS

CORRESPONDENCE DATA

Fax Number: (818)654-2140
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 818-515-3521
 Email: topoftam@aol.com
 Correspondent Name: Eliot Roberts
 Address Line 1: 10055 Larwin Avenue # 3
 Address Line 4: Chatsworth, CALIFORNIA 91311

NAME OF SUBMITTER:	eliot roberts
Signature:	/er/
Date:	12/05/2005

OP \$40.00 2111987

Total Attachments: 4

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Foothill Capital Corporation,
a California corporation

SECURED PARTY'S BILL OF SALE

September 19, 2001

KNOW ALL MEN BY THESE PRESENTS that Foothill Capital Corporation,

a California corporation, with an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404 (the "Secured Party"), pursuant to its rights as a secured party under: (i) the Loan and Security Agreement, dated as of September 5, 2000 (as amended or otherwise modified from time to time, the "Loan Agreement"), by and between The Sirena Apparel Group, Inc. (the "Borrower"), and Secured Party, pursuant to which, among other things, Borrower granted to Secured Party a security interest in and to, among other things, all of Borrower's accounts, books, equipment, general intangibles, inventory, investment property, negotiable collateral, real property collateral, money or other assets of Borrower, and all products and proceeds thereof (collectively, the "Collateral"), and (ii) the other Loan Documents (as defined in the Loan Agreement), and pursuant to and in exercise of its rights as a secured party under the Uniform Commercial Code as in effect in the State of California, for and in consideration of the amount of ~~(\$1,000,000)~~ (the "Purchase Price") plus any sales or use tax attributable to such Purchase Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby (i) sells, transfers, and conveys to Elliot Roberts and Susan Naber (the "Purchaser"), all of Borrower's right, title and interest in and to the property and assets described in Exhibit A annexed hereto and made a part hereof (the "Purchased Assets"), which Purchased Assets represent only a portion of the Collateral, it being understood and agreed that Secured Party is not selling, and Purchaser is not buying, the property and assets described in Exhibit B annexed hereto (the "Excluded Assets"), (ii) discharges Secured Party's security interest in the Purchased Assets, and (iii) discharges any subordinate security interest in the Purchased Assets, other than sales or use tax liens arising from the transfer of the Purchased Assets, any tax liens arising from successor liability for other unpaid taxes of Borrower, and claims or liens arising from unpaid wages.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns.

1. Secured Party warrants and represents that:

(a) Secured Party was granted by Borrower, and currently holds, a valid, perfected security interest in all of the Purchased Assets.

(b) Secured Party is entitled pursuant to the terms of the Loan Documents, the Uniform Commercial Code, and other applicable laws to sell the Purchased Assets to Purchaser and to receive the proceeds from such sale.

(c) Secured Party has not previously (i) sold, assigned or transferred the Purchased Assets, or (ii) consensually subordinated or released its liens on any Purchased Assets.

(d) Secured Party's sale is conducted in accordance with Section 9-610 of the Uniform Commercial Code in effect in California as of the date hereof.

(e) Secured Party is a corporation validly existing and in good standing under the laws of the State of California and has full power and authority to execute, deliver and perform this Secured Party's Bill of Sale and its agreements set forth herein and to convey to Purchaser the Purchased Assets, and the person executing and delivering this Secured Party's Bill of Sale in the name of, and on behalf of, Secured Party has been duly authorized to do so.

2. Purchaser acknowledges and agrees that, except as expressly provided in Paragraph 1 above:

(a) Secured Party's sale is made **WITHOUT** any representation or warranty whatsoever by Secured Party, whether expressed, implied, or imposed by law. Without limiting the generality of the foregoing exclusion of representations and warranties, Secured Party's sale is made **WITHOUT ANY WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE, ANY WARRANTY OF MERCHANTABILITY AND WITHOUT ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

(b) Purchaser acknowledges and agrees that Secured Party is selling all of Borrower's right, title and interest in the Purchased Assets, and not any items of leased property or other property in the possession of Borrower, but not owned by Borrower, unless Borrower's interest in such leased property or other property can be transferred to Purchaser without the consent of or notice to the applicable lessor or owner of such property.

(c) Purchaser warrants and represents that Purchaser (i) has made its own independent investigation and evaluation as to the nature and value of the Purchased Assets, (ii) is acquiring the Purchased Assets **AS IS** and **WHERE IS**, (iii) has entered into this transaction after consultation with independent counsel of Purchaser's own selection, and (iv) except as expressly set forth in Paragraph 1 above, is not relying upon any representation or warranty of Secured Party in consummating this transaction.

(d) Upon delivery of this Secured Party's Bill of Sale, all risk of loss with respect to the Purchased Assets shall transfer to Purchaser. Purchaser further acknowledges and agrees that by accepting this Secured Party's Bill of Sale, Purchaser has purchased all of the Purchased Assets to be transferred hereunder and Secured Party has performed all of its obligations to Purchaser in connection with the Secured Party's Bill of Sale or otherwise in any way relating to this

transaction or the Purchased Assets, except that the representations and warranties contained in this Secured Party's Bill of Sale shall survive delivery of same.

(e) Purchaser's sole and exclusive remedy, both at law and in equity, for any breach of this Secured Party's Bill of Sale by Secured Party shall be limited to a refund of all or a portion, as may be appropriate, of the Purchase Price actually paid by Purchaser to Secured Party. In no event shall Secured Party ever be liable to Purchaser (or any of its successors or assigns) for any incidental, consequential, special or punitive damages arising out of any breach by Secured Party of the terms and conditions of this Secured Party's Bill of Sale or otherwise in any way relating to this transaction or the Purchased Assets.

(f) Purchaser warrants and represents that Purchaser has full power and authority to execute, deliver and perform this Secured Party's Bill of Sale and its agreements set forth herein, and the person executing and delivering this Secured Party's Bill of Sale in the name of, and on behalf of, Purchaser has been duly authorized to do so.

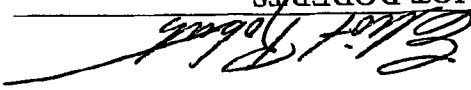
(g) Purchaser acknowledges and agrees that it is not purchasing, and Secured Party is not selling, the Excluded Assets described in Exhibit B annexed hereto.

3. All other assets of Borrower received by Purchaser and not otherwise constituting Purchased Assets shall be received in trust for the benefit of Secured Party, shall be segregated from the Purchased Assets and shall be forthwith delivered to Secured Party in the same form as so received (with any necessary endorsement).

SUSAN NABER



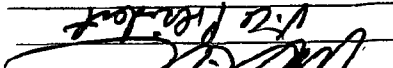
ELIOT ROBERTS



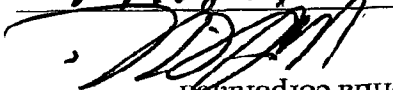
"PURCHASER"

Accepted on the terms set forth herein:

Title:



By:



California corporation

FOOTHILL CAPITAL CORPORATION, a

"SECURED PARTY"

Dated as of the first date written above.

4. This Secured Party's Bill of Sale shall be governed by and construed in accordance with the laws of the state of California.

TRADEMARK