

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biflex International, Inc.		01/27/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Biflex Intimates Group, LLC		
Street Address:	2140 Sturges Highway		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06825		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0268459	BERLEI	
Registration Number:	1968745	BERLEI THE ONLY SPORTS BRA YOU'LL EVER NEED	
Registration Number:	0422786	BIFLEX	
CORRESPONDENCE DATA			
Fax Number:	(973)530-2282		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9735302082		
Email:	jlee@wolffsamson.com		
Correspondent Name:	Joshua Lee		
Address Line 1:	One Boland Drive		
Address Line 2:	Wolff & Samson		
Address Line 4:	West Orange, NEW JERSEY 07052		
ATTORNEY DOCKET NUMBER:	9703/13		
NAME OF SUBMITTER:	Joshua Lee		

OP \$90.00 0268459

Signature:

/joshua lee/

Date:

01/31/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 27th day of January, 2006 (the "Effective Date"), is by and between Biflex International, Inc., a New York corporation, having its principal place of business at 180 Madison Avenue, New York, New York 10016, ("Assignor") and Biflex Intimates Group, LLC, a Delaware limited liability company, having its principal place of business at 2140 Sturges Highway (06880), Fairfield, Connecticut 06825 ("Assignee").

WHEREAS, Assignor and Assignee have executed an Agreement for Purchase and Sale of Assets dated as of January 23, 2006 to which this Assignment is referenced and attached;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations set forth on Exhibit 1 (the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registration included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademark of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm Assignee's ownership of the Trademarks.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date first above written.

"ASSIGNOR"
BIFLEX INTERNATIONAL, INC.

By: 

W. Lee Capps III
Senior Vice President Finance

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 2th day of January, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared W. Lee Capps III, known by me to be the person of the above name and an officer of Biflex International, Inc., duly authorized to execute this Assignment on behalf of Biflex International, Inc., and who signed and executed the foregoing instrument on behalf of Biflex International, Inc.

Given under my hand and seal of office this 2th day of January, 2006.

Deborah K. Fernandez
Notary Public

My commission expires:

DEBORAH K. FERNANDEZ
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 19, 2008

Exhibit 1

REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Berlei	U.S.	Reg. No. 268,459	March 18, 1930
Berlei The Only Sports Bra You'll Ever Need	U.S.	Reg. No. 1,968,745	April 16, 1996
Biflex	U.S.	Reg. No. 422,786	August 13, 1946
Biflex	Canada	Reg. No. 105,710	February 1, 1957