

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vanity Fair, Inc.		01/01/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Phantom U.S.A.
<b>Street Address:</b>	207 Weston Road
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M6N 4Z3
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1352964	GILDA MARX
Registration Number:	1344561	GILDA MARX
Registration Number:	1926529	GILDA MARX

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(302)477-3932
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	302-477-3930 ext 229
<b>Email:</b>	helen_winslow@vfc.com
<b>Correspondent Name:</b>	Helen L. Winslow
<b>Address Line 1:</b>	3411 Silverside Road
<b>Address Line 4:</b>	Wilmington, DELAWARE 19810

<b>ATTORNEY DOCKET NUMBER:</b>	GILDA MARX ASSIGNMENT
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<b>DOMESTIC REPRESENTATIVE</b>	
<b>Name:</b>	

OP \$90.00 1352964

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Helen L. Winslow

Signature:

/hlw/

Date:

02/03/2006

Total Attachments: 10

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the first day of January, 2006, between VANITY FAIR, INC., a Delaware corporation having its principal offices at 3411 Silverside Road, Wilmington, Delaware 19810 ("Assignor"), and PHANTOM U.S.A., a North Carolina corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has acquired and used in the United States and elsewhere the Trademarks, which are listed in Schedule A attached hereto and incorporated herein by reference and is the beneficial owner of the applications therefor and the registrations thereof, which are shown in said Schedule A; and

WHEREAS, Assignor and Assignee have concurrently herewith consummated the purchase by Buyer of the Purchased Assets, as defined in the Asset Purchase Agreement effective as of February 23, 2005 between Assignor and Assignee (the "Asset Purchase Agreement"; terms defined in the Asset Purchase Agreement and otherwise defined herein are used herein as therein defined);

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has agreed to assume certain liabilities and obligations of Seller with respect to the Purchased Assets;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title, and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Trademarks and the Purchased Assets, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment, and Buyer expressly assumes and agrees to pay, perform and discharge promptly and fully when due all of the Assumed Liabilities and any and all liabilities, debts, and obligations associated with the Trademarks.

3. Further Assurances. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time

TRADEMARK

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to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest, and record in Assignee full and complete ownership of each of the Trademarks.

4. Miscellaneous.

(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Counterparts. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

VANITY FAIR, INC.

By: Helen L. Winslow  
Helen L. Winslow  
Secretary and Authorized Signatory

PHANTOM U.S.A.

By: [Signature]  
Name:  
Title:

**NOTARIAL CERTIFICATE**

UNITED STATES OF AMERICA :  
STATE OF DELAWARE : ss.  
COUNTY OF NEW CASTLE :

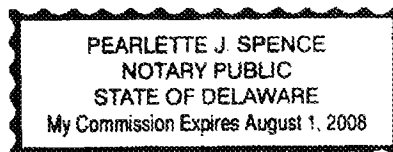
This 27 day of January, 2006, came before me, Pearlette J. Spence, Notary Public for said County and State, Helen L. Winslow, who, being by me duly sworn, says that she is the Secretary and Authorized Signatory of VANITY FAIR, INC., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by her on behalf of said corporation by its authority duly given. And the said Helen L. Winslow acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 27 day of January, 2006.

(Official Seal)

Pearlette J. Spence  
NOTARY PUBLIC

My Commission Expires:



NOTARIAL CERTIFICATE

CANADA )  
PROVINCE OF ONTARIO ) SS

This \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, came before me,  
\_\_\_\_\_, Notary Public for said Province, \_\_\_\_\_,  
who, being by me duly sworn, says that s/he is the \_\_\_\_\_ of  
PHANTOM U.S.A., a corporation organized and existing under the laws of the State of North  
Carolina, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said  
company, and that said writing was signed and sealed by her on behalf of said corporation by its  
authority duly given. And the said \_\_\_\_\_ acknowledged the said  
writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

(Official Seal)


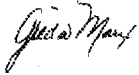


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NOTARY PUBLIC

My Commission Expires:


Schedule A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>International Class</u>
GILDA MARX	1352964	August 6, 1985	25
GILDA MARX	1344561	June 25, 1985	25
(GILDAMARX)	1926529	October 10, 1995	25


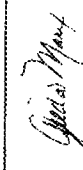
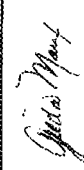
**Schedule A part 1**  
**Trademark Registrations in the name of Vanity Fair, Inc.**

Trademark	Country	Registration No.	Registration Date
GILDA MARX	United States	Reg. 1352964	August 6, 1985
GILDA MARX	United States	Reg. 1344561	June 25, 1985
{ G I L D A M A R X }	United States	Reg. 1926529	October 10, 1995
	Australia	Reg. A553683	April 15, 1998
GILDA MARX	Benchux	Reg. 449445	October 11, 1998
	Brazil	Reg. 816479232	July 6, 1993
GILDA MARX	Canada	Reg. TMA396,830	April 10, 1992
GILDA WOMAN	Canada	Appl. 1117884	October 9, 2001
GILDA	Canada	Appl. 1117882	October 9, 2001
GILDA FOR GIRLS	Canada	Appl. 1117883	October 9, 2001
GILDA MARX	Colombia	Reg. 165009	June 30, 1994
GILDA MARX	Costa Rica	Reg. 85505	January 11, 1994
GILDA MARX	Denmark	Reg. 6247/1990	September 21, 2000
GILDA MARX	Ecuador	Reg. 3233-93	November 30, 1993
GILDA MARX	El Salvador	Reg. 00199/0075/0399	April 27, 1998
GILDA MARX	El Salvador	Reg. 00077	July 05, 2000
{ G I L D A M A R X }	European Community	Reg. 6510	April 1, 1996
	Finland	Reg. 120662	August 5, 2002
GILDA MARX	France	Reg. 1492591	October 7, 1998
GILDA MARX	Germany	Reg. DD650.271	March 26, 1992
GILDA MARX	Germany	Reg. 1163638	November 1, 1998
GILDA MARX	Indonesia	Reg. 465292	May 30, 2001
GILDA MARX	Israel	Reg. 70872	November 11, 1995
GILDA MARX	Italy	Reg. 849074	October 18, 1998
GILDA MARX	Japan	Reg. 1846118	February 28, 1996
GILDA MARX	Kuwait	Reg. 26946	January 6, 1996
GILDA MARX	Mexico	Reg. 364317	November 15, 1993
GILDA MARX	New Zealand	Reg. 209414	April 15, 1998
GILDA MARX	Nicaragua	Reg. 26294	August 27, 1994
GILDA MARX	Nicaragua	Reg. 26293	August 8, 1994
GILDA MARX	Norway	Reg. 144851	April 25, 2001
{ G I L D A M A R X }	Oman	Reg. 10108	November 17, 2001
GILDA MARX	Paraguay	Reg. 259244	April 26, 2003
GILDA MARX	Poland	Appl. Z-226181	October 27, 2000
GILDA MARX	Portugal	Reg. 251324	July 7, 1992
	Puerto Rico	Reg. 32134	February 13, 1993
GILDA MARX	South Africa	Reg. 1993/05232	June 22, 2003



GILDA MARX	South Africa	Reg. 1993/05231	June 22, 2003
GILDA MARX	Spain	Reg. 1279030	February 20, 1990
GILDA MARX	Sweden	Reg. 234636	May 15, 1992
GILDA MARX	Switzerland	Reg. 367148	October 4, 1988
GILDA MARX	Taiwan	Reg. 434735	March 16, 1989
GILDA MARX	Taiwan	Reg. 436751	April 1, 1989
GILDA MARX	Turkey	Reg. 130027	May 16, 1991
	Uruguay	Reg. 257660	February 7, 1994
{ G I L D A M A R X }	Venezuela	Reg. P-184511	January 5, 1996

**SCHEDULE A part 2**  
**Trademark Registrations for which Documentation has been Filed to Reflect Vanity Fair, Inc. as the Owner**

Trademark	Country	Registration No.	Registration Date	Current Owner	Ownership Status
	Australia	Reg. A533683	April 15, 1998	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
	Brazil	Reg. 816479232	July 6, 1993	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Costa Rica	Reg. 85505	January 11, 1994	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Ecuador	Reg. 3233-93	November 30, 1993	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	El Salvador	Reg. 0019/0075/0399	April 27, 1998	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	El Salvador	Reg. 00077	July 5, 2000	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
{ c i d a m a r x }	European Community	Reg. 6510	April 1, 1996	Complete?? Exquisite Acquisition Inc.	Change of name to Bestform Apparel Corp. and merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
	Finland	Reg. 120662	August 5, 1992	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	France	Reg. 1492591	October 7, 1998	Exquisite Acquisition Inc.	Change of name to Bestform Apparel Corp. and merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded

GILDA MARX	Indonesia	Reg. 318216	December 2, 1994	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Israel	Reg. 70872	November 11, 1995	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Italy	Reg. 550896	October 16, 1991	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Kuwait	Reg. 26946	January 6, 1996	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Mexico	Reg. 364317	July 10, 1989	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	New Zealand	Reg. 209414	April 15, 1998	Exquisite Acquisition Inc.	Change of name to Bestform Apparel Corp. and merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Norway	Reg. 144651	April 25, 1991	Complete?? Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
{ G I L D A M A R X }	Oman	Reg. 10108	November 17, 2001	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Poland	Appl. Z-226181	October 27, 2000	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Portugal	Reg. 251324	July 7, 1992	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Spain	Reg. 1279030	February 20, 1990	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Sweden	Reg. 234636	May 15, 1992	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded

GILDA MARX	Switzerland	Reg. 367148	October 4, 1988	Exquisite Acquisition Inc.	Change of name to Bestform Apparel Corp. and merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Taiwan	Reg. 434735	March 16, 1989	Exquisite Acquisition Inc.	Change of name to Bestform Apparel Corp. and merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Taiwan	Reg. 436751	April 1, 1989	Exquisite Acquisition Inc.	Change of name to Bestform Apparel Corp. and merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
GILDA MARX	Turkey	Reg. 130027	May 16, 1991	Bestform Apparel Corp.	Merger of Bestform Apparel Corp. into Vanity Fair, Inc. sent to be recorded
{ e i l d a m a r x }	Venezuela	Reg. P-184511	January 5, 1996	Gilda Marx Incorporated	Assignment to Exquisite Acquisition Inc. and Exquisite Acquisition Inc. change of name to Bestform Apparel Corp. and merger of Bestform Apparel Corp. into Vanity Fair, Inc. needs to be recorded