

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
Citizens of Humanity, LLC		01/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
D.A.D.S. Denim, Inc.		01/30/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Citizens of Humanity, LLC
Street Address:	5715 Bickett Street
City:	Huntington Park
State/Country:	CALIFORNIA
Postal Code:	90255
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2940943	CITIZENS OF HUMANITY
Serial Number:	78206131	CITIZENS OF HUMANITY
Serial Number:	78489539	CITIZENS OF HUMANITY
Serial Number:	76616169	H
Serial Number:	76616168	H
Serial Number:	76617317	H
Serial Number:	76617318	H H

CORRESPONDENCE DATA

Fax Number: (626)577-8800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (626) 795-9900
 Email: pto@cph.com
 Correspondent Name: Christie, Parker & Hale, LLP

CH \$190.00 2940943

Address Line 1: P.O. Box 7068
Address Line 4: Pasadena, CALIFORNIA 91109-7068

NAME OF SUBMITTER:	Michael J. MacDermott
Signature:	/Michael J. MacDermott/
Date:	02/09/2006

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 31st day of January, 2006 ("Effective Date"), is from D.A.D.S. Denim, Inc., a California corporation ("Assignor"), to Citizens of Humanity, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark applications listed in the attached Schedule A (the "Assigned Trademarks").

WHEREAS, Assignee desires to acquire the Assigned Trademarks, and Assignor desires to assign the Assigned Trademarks to Assignee.

WHEREAS, Assignor; Citizens of Humanity Holding Company, LLC, a Delaware limited liability company; and Assignee have entered into a Subscription to Units and Contribution Agreement dated January 31, 2006 (the "Agreement"), pursuant to which Assignee will acquire the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee its entire worldwide right, title and interest in the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, or to which the Assigned Trademarks pertain, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Assignee is successor to the Business of the Assignor, or the portion thereof to which the Assigned Trademarks pertain, which Business is ongoing and existing.
3. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment, as to the Assigned Trademarks herein referred to.

5. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.
6. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Agreement.
7. Notwithstanding anything to the contrary, this Assignment does not create, expand or restrict any representation or warranty regarding ownership of the Assigned Trademarks. Such representation or warranties are created, and only created, in the Agreement.
8. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
9. Upon reasonable request by Assignee and subject to the effectiveness of the Agreement, Assignor will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, in the United States or other foreign jurisdictions, as applicable, and to vest in Assignee such right, title, and interest in and to the Assigned Trademarks as granted to Assignee.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.


D.A.D.S. Denim, Inc.

By: _____
Name: Jerome Dahan
Title: President

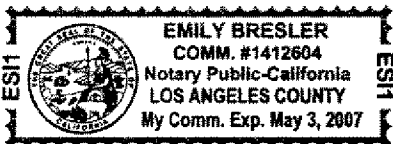
STATE OF CALIFORNIA)
) :ss
COUNTY OF LOS ANGELES)

On January 30, 2006, before me, Emily Bresler, personally appeared Jerome Dahan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public:
My Commission expires: 5/3/2007



Schedule A

TRADEMARKS

A. REGISTERED TRADEMARKS – All owned by D.A.D.S. Denim, Inc.

Citizens of Humanity	United States	Registration No. 2,940,943 Int'l. Class 25	Registered 4/12/2005
Citizens of Humanity	Australia	Registration No. 1051808 Int'l. Classes 3, 9, 14, 18 and 25	Registered as of 4/22/05
Citizens of Humanity	European Community	Registration # 003033040 Int'l. Classes 18, 25, 35	Registered as of 1/4/06
Humanity Jeans	European Community	Registration # 003032968 Int'l. Classes 18, 25, 35	Registered 12/8/04
Citizens of Humanity	Hong Kong	Registration # 300361773 Int'l. Class 25	Registered 1/27/05
Citizens of Humanity	Japan	Registration No. 4,826,468 Int'l. Class 25	Registered 12/17/04
Citizens of Humanity	Japan	Registration No. 4,713,919 Int'l. Class 25	Registered 10/03/03
"h" Solid Design	Japan	Registration No. 4,724,002 Int'l. Class 25	Registered 11/07/03
"h" Stitched Design	Japan	Registration No. 4,763,712 Int'l. Class 25	Registered 4/16/04
Humanity Jeans	Japan	Registration No. 4,749,369 Int'l. Class 25	Registered 2/20/04
Citizens of Humanity	Taiwan	Registration No. 1087509	Registered 2/16/04

B. TRADEMARK APPLICATIONS – All owned by D.A.D.S. Denim, Inc.

Citizens of Humanity	United States	Application Serial No. 78/206131 (Intent to Use) Int'l. Class 25	Application filed 1/22/2003
Citizens of Humanity	United States	Application Serial No. 78/489539 (Intent to Use) Int'l. Classes 3, 9, 14, 18	Application filed 9/24/04
"h" Solid Design	United States	Application Serial No. 76/616169 (Use) Int'l. Class 25	Application filed 10/12/04
"h" Solid Design	United States	Application Serial No. 76/616168 (Intent to Use) Int'l. Classes 3, 9, 14, 18 and 25	Application filed 10/12/04

"h" Stitched Design	United States	Application Serial No. 76/617317 (Use) Int'l. Class 25	Application filed 10/20/04
Dual Rear Pocket Design	United States	Application Serial No. 76/617318 (Use) Int'l. Class 25	Application filed 10/20/04

"h" Solid Design	Australia	Application No. 1050190 Int'l. Classes 3, 9, 14, 18 and 25	Application filed 4/12/05
"h" Stitched Design	Australia	Application No. 1051363 Int'l. Class 25	Application filed 4/18/05
Dual Rear Pocket Design	Australia	Application No. 1051362 Int'l. Class 25	Application filed 4/18/05
Citizens of Humanity	Canada	Application No. 1265093 Int'l. Classes 3, 9, 14, 18 and 25	Application filed 7/15/05
"h" Solid Design	Canada	Application No. 1265095 Int'l. Classes 3, 9, 14, 18 and 25	Application filed 7/15/05
"h" Stitched Design	Canada	Application No. 1265097 Int'l. Class 25	Application filed 7/15/05
Dual Rear Pocket Design	Canada	Application No. 1265096 Int'l. Class 25	Application filed 7/15/05
Citizens of Humanity	China	Application No. 3599571 Int'l. Class 25	Application filed 6/19/03
"h" Solid Design	China	Application No. 4598309 Int'l. Class 25	Application filed 4/12/05
"h" Solid Design	China	Application No. 4598344 Int'l. Class 3	Application filed 4/12/05
"h" Solid Design	China	Application No. 4598343 Int'l. Class 9	Application filed 4/12/05
"h" Solid Design	China	Application No. 4598311 Int'l. Class 14	Application filed 4/12/05
"h" Solid Design	China	Application No. 4598310 Int'l. Class 18	Application filed 4/12/05
"h" Solid Design	European Community	Application # 004384641 Int'l. Classes 3, 9, 14, 18 and 25	Application filed 4/12/05
"h" Stitched Design	European Community	Application # 004395125 Int'l. Class 25	Application filed 4/19/05
Dual Rear Pocket Design	European Community	Application # 004338679 Int'l. Class 25	Application filed 3/14/05

Citizens of Humanity	Hong Kong	Registration # 300361773 Int'l. Class 25	Registered 1/27/05
Citizens of Humanity	India	Application No. 1344809 Int'l. Class 25	Application filed 3/15/05
"h" Solid Design	India	Application No. 1350448 Int'l. Classes 3, 9, 14, 18 and 25	Application filed 4/12/05
"h" Solid Design	Japan	Application #2005-032311 Int'l. Classes 3, 9, 14, 18 and 25	Application filed 4/12/05
Citizens of Humanity by Jerome Dahan	Korea	Application # 2005-0024072 Int'l. Class 25	Application filed 5/26/05
Citizens of Humanity	Korea	Application # 2005-0024073 Int'l. Class 25	Application filed 5/26/05
"h" Solid Design	Korea	Application # 2005-0015973 Int'l. Classes 3, 9, 14, 18 and 25	Application filed 4/12/05
Citizens of Humanity	Mexico	Application No. 724755 Int'l. Class 25	Application filed 6/23/05
"h" Solid Design	Mexico	Application No. 724754 Int'l. Class 25	Application filed 6/23/05
"h" Stitched Design	Mexico	Application No. 724757 Int'l. Class 25	Application filed 6/23/05
Dual Rear Pocket Design	Mexico	Application No. 724756 Int'l. Class 25	Application filed 6/23/05