

RE

11-23-2005

Docket No.:

6265-1/6265-2

TRADEMAR



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To the Director of the United States Patent and T

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original documents or copy thereof.

1. Name of conveying party(ies):

RITZ THRIFT SHOP, L.L.C.

11-13-05

- Individual(s)
- General Partnership
- Corporation-State
- Other LIMITED LIABILITY COMPANY
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: SEPTEMBER 1, 2005

2. Name and address of receiving party(ies):

Name: NANKIM, L.L.C.

Internal Address: _____

Street Address: 402 WYNSUM AVENUE

City: MERRICK State: NY ZIP: 11566

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other LIMITED LIABILITY COMPANY

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

76/592,237
76/592,238

Additional numbers

B. Trademark / Service Mark Registration No.(s)

Yes No

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

Name: NORMAN E. LEHRER, ESQUIRE

Internal Address: _____

~~11/22/2005 DBYRNE 00000141 76592237~~

01 FC:8521

02 FC:8522

40.00 OP
25.00 OP

Street Address: 1205 NORTH KINGS HIGHWAY

City: CHERRY HILL State: NJ ZIP: 08034

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

NORMAN E. LEHRER

Name of Person Signing

Signature

NOVEMBER 16, 2005

Date

Total number of pages including cover sheet, attachments, and

7

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003257 FRAME: 0884

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

NANKIM, L.L.C.

AND

RITZ THRIFT SHOP, L.L.C.

AGREEMENT, dated as of SEPT 1, 2005, by and

between NANKIM, L.L.C., a domestic limited liability company, whose address is 402 Wynsum Avenue, Merrick NY 11566 ("NANKIM"), and RITZ THRIFT SHOP, L.L.C., a domestic limited liability company, whose address is 107 West 57th Street, New York NY 10019 ("RITZ").

NANKIM desires to purchase, and RITZ desires to sell, certain of the assets and business of RITZ primarily relating to the sale of fur garments in the County of New York, for the consideration set forth below, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

§1.01 Sale And Delivery Of The Assets:

(a) Subject to and upon the terms and conditions of this Agreement, except as specifically provided in §1.01(b) hereof, at the closing of the transactions

contemplated by this Agreement (the "Closing"), RITZ shall sell, transfer, convey, assign and deliver to NANKIM, and NANKIM shall purchase from RITZ, free and clear of all liens, liabilities, security interests, leasehold interests and encumbrances of any nature whatsoever (except as otherwise expressly provided herein):

(i) Keith Tauber shall have the right to take any furniture, office equipment and fittings owned by RITZ and presently located at RITZ' premises which is agreed to by RITZ;

(ii) customer lists and other useful business records, including electronic media, and any confidential or other information which has been reduced to writing or utilized in the condition of or relating to the Business of RITZ ; RITZ has the right to retain or obtain from time to time, copies thereof (or originals, if reasonably required by RITZ's accountants), which RITZ reasonably requires for its ongoing operation, winding up or dissolution;

(iii) all computers, software and information technology solutions or systems which are owned by RITZ and used or useful in the business;

(iv) all right, title and interest of RITZ in and to all intangible property rights relating to the Business, including but not limited to trade secrets, processes, formulas, know-how, trade names, trademarks, trademark registrations, applications for trademark registrations, service marks, service mark registrations, applications for service marks, copyrights, copyright registrations, certification marks, technical expertise,

research data and other similar property and the registrations and applications for registration thereof owned by RITZ or, where not owned, used by RITZ in the business;

(v) all of RITZ's goodwill and whatever rights RITZ has to the names "Ritz Furs" and "Ritz Thrift Shop" to be used as all or part of the company name or other type entity, including "doing business as", and to be used in any other manner or for any other purpose as to be determined by NANKIM.

§1.02 Further Assurances

At any time hereafter, at the request of NANKIM and without further consideration, RITZ (or its successors) shall execute further documents as NANKIM may reasonably request to more effectively transfer, convey and assign to NANKIM, whatever rights RITZ has to the names "Ritz Furs" and "Ritz Thrift Shop", as referred to above, the expenses of which, if any, shall solely be borne by NANKIM.

§1.03 Assumption of Liabilities

NANKIM shall not assume any of the liabilities of RITZ and shall purchase the Assets free and clear of all liens, mortgages, security interests, encumbrances and claims and RITZ represents, warrants and agrees that NANKIM shall not be or become liable for claims, demands, liabilities or obligations not expressly assumed in this Agreement of any kind whatsoever arising out of or relating to the conduct of the Business by RITZ.

§1.04 Purchase Price

(a) Keith Tauber agrees to administer all furs stored by RITZ THRIFT SHOP, L.L.C., at Central Fur Storage in New Jersey, which furs shall be listed on separate inventories. There shall be no charge for this service but all out-of-pocket expenses, including but not limited to storage charges, insurance expenses, transportation costs and other costs, shall be borne solely by RITZ THRIFT SHOP, L.L.C. All monies received by Keith Tauber or any entity of which Keith Tauber is a participant related to said stored furs shall be paid to RITZ quarterly.

(b) in addition to the above, RITZ shall be paid by NANKIM one-half of 1% of the net sales of all furs sold during the first year of operation of the store selling said furs. Net sales shall mean real gross sales less cancellations by the end of the first year of operation. The year shall run from the day the store selling the furs opens for business. The payment of one-half of 1% of the net sales shall be paid within thirty (30) days after the end of said year. Said payment shall be and is hereby guaranteed by Keith Tauber.

§1.05 Covenants

NANKIM shall not be taking over the business of RITZ and will not be taking over any obligation to any employee of RITZ, whether union or otherwise and will not be taking over any obligations of any union agreement to which RITZ is a party.

§1.06 Indemnification

(a) RITZ shall fully defend, indemnify and hold Keith Tauber, NANKIM, JEFFKIM, L.L.C. ("JEFFKIM"), and their legal successors and assigns, harmless, and shall indemnify them from and against any liability, penalty, cost or expense incurred by or imposed on them, including reasonable attorneys fees, as a result of any claim relating in any way to the operation of RITZ based on any occurrence happening prior to the Date of the execution of this Agreement in connection with the operation, maintenance and/or control of RITZ.

(b) Keith Tauber shall fully defend, indemnify and hold RITZ and its legal successors and assigns, harmless, and shall indemnify them from and against any liability, penalty, cost or expense incurred by or imposed on them, including reasonable attorneys fees, as a result of any claim relating in any way to the operation by Keith Tauber, NANKIM and/or JEFFKIM relating in any way to the use of the names of RITZ FURS, RITZ THRIFT SHOP or any derivative thereof.

§1.07 Modification

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior or existing agreements among them concerning such subject matter. This Agreement may be amended by a written instrument executed by RITZ and NANKIM and/or Keith Tauber.

§1.08 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or by Federal Express, Express Mail, or similar overnight delivery or courier

service or delivered (in person or by facsimile, or similar telecommunications equipment) against receipt to the party to which it is to be given at the address of such party set forth in the preamble to this Agreement (or to such other address as the party shall have furnished in writing in accordance with the provisions of this §1.10) or to the facsimile number set forth beneath such party's signature to this Agreement. Any notice: to NANKIM or Keith Tauber shall be addressed to Keith Tauber, 402 Wynsum Avenue, Merrick NY 11566; any notice to RITZ shall be addressed to Benno Friedman at ~~120 KELLOGG ROAD~~ 120 KELLOGG ROAD SHEFFIELD, MASS 01537. Any notice given by any means permitted by this §1.10 shall be deemed given at the time of receipt thereof.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of each of the parties hereto as of the date first above written.

Keith Tauber
Keith Tauber

NANKIM, L.L.C.

By *Keith Tauber*
Name : Keith Tauber

Attest:

RITZ THRIFT SHOP, L.L.C.

By *Benno Friedman*
Name: Benno Friedman

Attest:

Robert P. Kaye
ROBERT P. KAYE
Laura Pluh
LAURA PLUH