

**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
Gerry Sportswear Company LLC		02/09/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Amerex Group, LLC
Street Address:	512 Seventh Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78392986	BOMBSHELL
Registration Number:	1184786	COMFY
Registration Number:	1641356	DEMETRE
Registration Number:	1651544	
Serial Number:	78392989	MAMBOSOK
Registration Number:	1734957	MAMBOSOK
Registration Number:	1700640	MAMBOSOK

**CORRESPONDENCE DATA**

Fax Number: (212)953-7201  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 415-9200  
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OP \$190.00 78392986

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ATTORNEY DOCKET NUMBER: 443115-00028

NAME OF SUBMITTER: Sandra Edelman

Signature: /se/

Date: 05/09/2006

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**  
**by Gerry Sportswear Company LLC**

WHEREAS, pursuant to that certain Purchase and Contribution Agreement dated as of January 3, 2006, by and among Amerex Group Inc., a New York corporation, Amerex Group, LLC, a Delaware limited liability company, and Ira Ganger (the "Purchase Agreement"), Amerex Group Inc. and its affiliate companies have agreed to sell the Purchased Assets (as defined in the Purchase Agreement) to Amerex Group, LLC; and

WHEREAS, in order to effectuate the assignment to Amerex Group, LLC ("Assignee") of the entire rights, title and interests in and to the intellectual property of Amerex Group Inc. and its affiliate companies being sold to Assignee pursuant to the Purchase Agreement, Gerry Sportswear Company LLC ("Assignor") is executing this instrument of assignment, effective of January 3, 2006,

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys, as of January 3, 2006, to Assignee, Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, all the domestic and foreign trademarks (including common-law trademarks), service marks, trade names, trade dress, slogans, logos and other proprietary rights to various words and emblems used to operate the Business (as that term is defined in the Purchase Agreement) (collectively, the "Trademarks"), including, without limitation, the registrations and pending applications set forth on Exhibit A attached hereto.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and/or future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby represents, warrants and covenants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free and clear of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of trademark rights, or to secure registrations before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense, including, without limitation, the execution and delivery of any documentation necessary to transfer any rights, title and interest in and to any of the Trademarks which is acquired by the

Assignor after the date hereof pursuant to the terms of the Shvetz Agreement (as defined in the Purchase Agreement).

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment shall be governed by, and shall be construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the laws of the State of New York.

This Trademark Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

If any provision of this Trademark Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Trademark Assignment.

This Trademark Assignment, to the extent signed and delivered by means of facsimile machine, shall be treated in all manner and respects as an original copy and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date above first written.

Dated: February 9, 2006

GERRY SPORTSWEAR COMPANY LLC

By: 

Name: Ira Ganger

Its: Director & Secretary

**EXHIBIT A**

<b><u>Country</u></b>	<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>
CANADA	BOMBSHELL & Design	528128
CANADA	MAMBOSOK	1218301
CANADA	MAMBOSOK	426179
CANADA	MAMBOSOK	429328
CANADA	TEMPCO	433406
CHINA	GERRY G & Design	3900150
CHINA	GERRY G & Design	3900148
DENMARK	GERRY	VR 661 1985
EUROPEAN UNION	BOMBSHELL & Design	59865
EUROPEAN UNION	G & Design	003816667
FINLAND	GERRY	T200102973
FRANCE	G & Design	1527539
FRANCE	GERRY	1527538
GERMANY	BOMBSHELL & Design	2,084,562
GERMANY	G & Design	986655
IRELAND	GERRY	223713
JAPAN	BOMBSHELL	3263350
JAPAN	BOMBSHELL & Design	4033598
JAPAN	BOMBSHELL & Design	3254651
JAPAN	MAMBOSOK	4023066
KOREA (SOUTH)	G & Design	633207

MEXICO	COMFY	751535
MEXICO	COMFY	751534
MEXICO	G & Design	826418
MEXICO	G & Design	847685
MEXICO	G & Design	856370
MEXICO	G & Design	658,197
MEXICO	G & Design	845845
MEXICO	GERRY	845844
MEXICO	GERRY	846442
MEXICO	GERRY	861241
MEXICO	MAMBOSOK	869779
MEXICO	MAMBOSOK	864254
MEXICO	MAMBOSOK	869780
MEXICO	MAMBSOK	869781
MEXICO	MAMBOSOK	864255
MEXICO	MAMBOSOK	658,205
NEW ZEALAND	G & Design	B124313
SWEDEN	G & Design	165436
SWITZERLAND	BOMBSHELL & Design	420642
SWITZERLAND	G & Design	296640
SWITZERLAND	GERRY	314119
TAIWAN	G & Design	1188079
TAIWAN	GERRY	1188080

TAIWAN	TRAIL DESIGNS & Design	626296
UNITED KINGDOM	G & Design	B1096935
UNITED KINGDOM	GERRY	B1096936
UNITED STATES	BOMBSHELL	78/392986
UNITED STATES	COMFY & Design	1,184,786
UNITED STATES	DEMETRE	1,641,356
UNITED STATES	LOOP Design	1,651,544
UNITED STATES	MAMBOSOK	78/392989
UNITED STATES	MAMBOSOK	1,734,957
UNITED STATES	MAMBOSOK	1,700,640
WIPO	MAMBOSOK	843 530