

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harve Benard Ltd.		09/18/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	HB Acquisition Co., LLC
Street Address:	350 5th Avenue
Internal Address:	Suite 2220
City:	New York
State/Country:	NEW YORK
Postal Code:	10118
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2251764	BENARD COUTURE
Registration Number:	2150655	BENARD HOLTZMAN
Registration Number:	2251765	BENARD SPORT
Registration Number:	1377040	HARVE BENARD
Registration Number:	1122843	HARVE BENARD
Registration Number:	1309117	MORTON BERNARD
Registration Number:	2286442	MORTON BERNARD
Registration Number:	2286473	SIGNATURE BY HARVE BENARD
Registration Number:	2215279	STUDIO 205

CORRESPONDENCE DATA

Fax Number: (212)956-2164
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 603-6345

OP \$240.00 2251764

Email: rhb@robinsonbrog.com
Correspondent Name: Robert A. Schachter
Address Line 1: 1345 Avenue of the Americas
Address Line 2: 31st Floor
Address Line 4: New York, NEW YORK 10105

NAME OF SUBMITTER:	Robert A. Schachter
Signature:	/Robert A. Schachter/
Date:	10/12/2006

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Trademark Assignment"), dated as of September 18, 2006 (the "Effective Date"), is by and between Harvé Benard Ltd., a New York corporation ("Assignor"), and HB Acquisition Co., LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September , 2006 (the "Agreement"); and

WHEREAS, this Trademark Assignment is being entered into pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

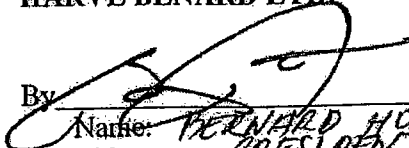
1. Effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all right, title, and interest that Assignor possesses and has the right to transfer in and to the registered trademarks and applications to register trademarks listed on Schedule A attached hereto (which is incorporated into and made a part of this Trademark Assignment), together with all of the goodwill associated with such trademarks and all rights to sue and recover for any past, present or future infringement, dilution, damage or injury to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns.

2. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Agreement, the terms of the Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Agreement.

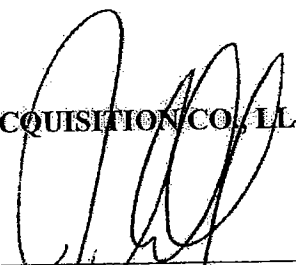
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IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Trademark Assignment on the Effective Date.

HARVÉ BENARD LTD

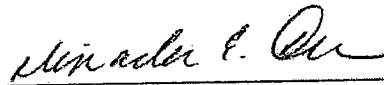
By 
Name: BERNARD HOLTZMAN
Title: PRESIDENT

HB ACQUISITION CO, LLC

By 
Name: JOEY GABBAY
Title: MANAGING MEMBER

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

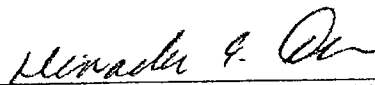
On this 10th day of September, 2006, there appeared before me BERNARD HOLTZMAN, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of Assignor.



DOMINADOR E. ALMEDA
Notary Public, State of New York
No. 02AL6064479
Qualified in New York County
Commission Expires September 24, 2009

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 10th day of September, 2006, there appeared before me JOEY GABBAY, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of Assignee.



DOMINADOR E. ALMEDA
Notary Public, State of New York
No. 02AL6064479
Qualified in New York County
Commission Expires September 24, 2009

SCHEDULE A

Mark	Classes	Status	Registration Number
Erve Benard	25	Registered (Canada)	TMA269,160
Erve Benard	25	Registered (Canada)	TMA246,368
Erve Benard	25	Pending (China)	3520743
Erve Benard	25	Registered (Egypt)	85233
Erve Benard	14, 18, 25	Registered (European Union (CTM))	003448834
Erve Benard	25	Registered (Federation of Russia)	120290
Erve Benard	25	Registered (Hong Kong)	1989B1638
Erve Benard	17	Registered (Japan)	1949000
Erve Benard	22	Registered (Japan)	1987651
Erve Benard	23	Registered (Japan)	2115480
Erve Benard	25	Registered (Mexico)	382419
Erve Benard	25	Registered (Poland)	122324
Erve Benard	25	Registered (Portugal)	246370
Erve Benard	45	Registered (South Korea)	143351
Erve Benard And Design	45	Registered (South Korea)	148312
Erve Benard	25	Registered (Spain)	1157101
Erve Benard	25	Registered (Ukraine)	7504
Erve Benard Couture	25	Registered (United States)	2,251,764
Erve Benard Holtzman	25	Registered (United States)	2,150,655
Erve Benard Sport	25	Registered (United States)	2,251,765
Erve Benard	25, 9	Registered (United States)	1,377,040
Erve Benard	25	Registered (United States)	1,122,843
Erve Benard	25	Registered (United States)	1,309,117
Erve Benard	25	Registered (United States)	2,286,442
Erve Benard	25	Registered (United States)	

	Classes	Status	Registration Number
Signature by Harve Benard	25	Registered (United States)	2,286,473
Radio 205	25	Registered (United States)	2,215,279
Harve Benard	25	Registered (Uruguay)	352026
Harve Benard	25	Registered (Venezuela)	P-207793

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