

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DOUBLE Z MANUFACTURING, INC.		03/30/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZN, LLC		
<b>Street Address:</b>	1301 Virginia Drive		
<b>City:</b>	Fort Washington		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19034		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3189144	NIKI BY NIKI LIVAS	
Registration Number:	2318229	ZUM ZUM	
Registration Number:	1869679	ZUM ZUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(856)722-5344		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	856-914-4910		
<b>Email:</b>	tszuhaj@lawsgr.com		
<b>Correspondent Name:</b>	Timothy J. Szuhaj		
<b>Address Line 1:</b>	1000 Lenola Road		
<b>Address Line 2:</b>	Bldg. 1, Suite 202		
<b>Address Line 4:</b>	Maple Shade, NEW JERSEY 08052		
<b>ATTORNEY DOCKET NUMBER:</b>	52196-001		
<b>NAME OF SUBMITTER:</b>	Timothy J. Szuhaj		

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Signature:	/Timothy J. Szuhaj/
Date:	04/11/2007
Total Attachments: 4 source=Intellectual Property Assignment#page1.tif source=Intellectual Property Assignment#page2.tif source=Intellectual Property Assignment#page3.tif source=Intellectual Property Assignment#page4.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment ("Assignment"), effective as of the 30th day of March 2007 (the "Effective Date"), is by and between DOUBLE Z MANUFACTURING, INC., a New York Corporation (the "Assignor") and ZN, LLC, a New York limited liability company ("Assignee").

**WHEREAS**, Assignor owns certain intellectual property, including the trademarks and service marks as listed on Exhibit A attached hereto (hereinafter collectively referred to as the "Trademarks"); and

**WHEREAS**, Assignee desires to acquire, and Assignor desires to transfer to Assignee, the entire right, title and interest in the Trademarks; and

**WHEREAS**, Assignor, Assignee and Niki Livas have contemporaneously entered into that certain Asset Purchase Agreement dated March 30, 2007 (the "Asset Purchase Agreement").

### Agreement

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which parties acknowledged:

1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Trademarks including (i) any and all of Assignor's rights in the Trademarks, any renewal rights thereto and any registrations therefor, and (ii) any goodwill related to the Trademarks, to Assignee for Assignee's use and enjoyment, and for the use and enjoyment of its successors, heirs, assigns and legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made, and any and all causes of action arising under the rights assigned under this Assignment that may have arisen prior to the date this Assignment was executed.
2. Assignor hereby authorizes and requests any and all officials throughout the world whose duty it is to register and record ownership in the Trademarks, including the United States Patent and Trademark Office, to record Assignee as the Assignee and owner of any and all of Assignor's rights in the Trademarks.
3. Assignor agrees to execute and deliver at a future date any additional documents that Assignee determines may be reasonably necessary or appropriate, or that may be required under federal or state law, to perfect Assignee's ownership of any intellectual property rights in the Trademarks for reasonable cost.
4. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. This

Assignment and the Asset Purchase Agreement contain the complete and exclusive understanding between the parties relating to its subject.

5. Assignor agrees that Assignee may assign this Agreement as security in connection with obtaining and securing financing for the transactions contemplated by the Asset Purchase Agreement.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this \_\_\_\_ day of March, 2007.

DOUBLE Z MANUFACTURING,  
INC., Assignor

By: Wili Kern  
Name:  
Title:

ZN, LLC, Assignee

By: Joseph W. Wertz  
Name: JOSEPH WERTZ  
Title: VP FINANCE

**EXHIBIT A**

<b>Reg. Number</b>	<b>Word Mark</b>
3,189,144	NIKI BY NIKI
2,318,229	ZUM ZUM
1,869,679	ZUM ZUM