

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
Garfield Marks LLC		12/21/2006	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Garfield Marks Brands, Inc.
Street Address:	100A Industrial Road
City:	Carlstadt
State/Country:	NEW JERSEY
Postal Code:	07072
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2480290	WOMYN
Registration Number:	1279932	PLEIN AIR
Registration Number:	2454414	ALEX GARFIELD GARFIELD & MARKS
Registration Number:	2686159	GARFIELD & MARKS
Registration Number:	2603581	GMDG GM DESIGN GROUP
Registration Number:	2638817	CLOTHES THAT FIT YOUR LIFE
Registration Number:	2698611	RYAN SCOTT
Registration Number:	2867216	ENOUGH ABOUT ME
Registration Number:	2922044	OPTIONS GARFIELD & MARKS
Registration Number:	2901795	BY WOMYN

CORRESPONDENCE DATA

Fax Number: (212)632-5555

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2480290

Phone: (212) 632-5500
Email: lmoftatt@salans.com
Correspondent Name: Lora A. Moffatt
Address Line 1: Rockefeller Center, 620 Fifth Avenue
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	0210660.0004
NAME OF SUBMITTER:	Lora A. Moffatt
Signature:	/lora a moffatt/
Date:	04/16/2007

Total Attachments: 2
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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS, dated as of December 21, 2006 (this "Assignment"), is made by GARFIELD MARKS LLC, a New York limited liability company ("Assignor"), in favor of GARFIELD MARKS BRANDS, INC., a Delaware corporation ("Assignee").

WITNESSETH:

A. Assignee and Assignor have entered into an Asset Purchase Agreement dated as of December 21, 2006 (the "Purchase Agreement"), pursuant to which Assignee has purchased certain assets from Assignor, including the trademarks listed on Schedule A attached hereto (the "Trademarks"), on the terms and conditions contained therein.

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

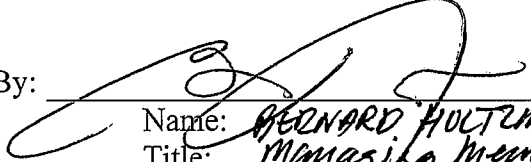
1. Assignor hereby assigns and transfers to Assignee, its successors or assigns all of its right, title and interest, in and to all of the Trademarks, and any trademark applications and registrations therefor, together with any goodwill of the business symbolized by the Trademarks, as well as the right to sue for past and present infringement thereof.

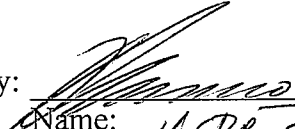
2. Assignor hereby agrees to execute all instruments, documents and papers and to perform such other proper acts as Assignee, its successors or assigns may deem reasonably necessary, but at Assignee's expense, to secure to Assignee, its successors or assigns the rights hereby assigned.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GARFIELD MARKS LLC

GARFIELD MARKS BRANDS, INC.

By: 
Name: BERNARD HOLTZMAN
Title: Managing member

By: 
Name: NICOLE FUCHS
Title: CEO

SCHEDULE A

TRADEMARKS

Trademark	Registration Number	Registration Date
Womyn	2480290	August 21, 2001
Plein Air	1279932	May 29, 1984
Alex Garfield Garfield & Marks	2454414	May 29, 2001
Garfield & Marks	2686159	February 11, 2003
GMDG GM Design Group	2603581	August 6, 2002
Clothes That Fit Your Life	2638817	October 22, 2002
Ryan Scott	2698611	March 18, 2003
Enough About Me	2867216	July 27, 2004
Options Garfield & Marks	2922044	February 1, 2005
by Womyn	2901795	November 9, 2004