

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/28/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marc Wear		06/28/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	HCBMW Acquisition Corp.
Street Address:	1400 Broadway, Suite 2101
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1966824	HOT COTTON
Registration Number:	1519899	HOT COTTON
Serial Number:	77217344	

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-739-5723
 Email: trademarks@morganlewis.com
 Correspondent Name: Carolyn Himmelfarb
 Address Line 1: 1111 Pennsylvania Avenue, N.W.
 Address Line 2: Attention: TMSU
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	(066005-0011)
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NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	07/02/2007
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of June 28, 2007 (the "Effective Date") by and between Marc Wear, a California corporation ("Assignor"), and HCBMW Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of the date hereof (the "APA"), providing for, among other things, the sale, conveyance, transfer and delivery by Assignor of all right, title and interest in and to intellectual property owned by Assignor and used or held for use in connection with the business of designing, selling and distributing women's casual better sportswear and other fine quality apparel and accessories; and

WHEREAS, Assignor has agreed to transfer, sell and assign to the Assignee all right, title and interest in and to the marks and/or trade names set forth on Schedule A hereto, together with the goodwill of the businesses associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks.

Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Marks, shall be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

Further Assurances. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.

Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

Governing Law. This Agreement shall be governed by and construed in accordance with the terms and conditions set forth in Section 10.5 of the APA.

Defined Terms. Any defined term not specifically defined herein shall have the meaning specified in the APA.

Integration. This Agreement, together with the APA and its Exhibits and Schedules, represents the entire agreement and understanding between the parties concerning the subject matter hereof, and may not be amended except by the written agreement of the parties.

Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

MARC WEAR

By: Marc Ware
Name: Marc Ware
Title: President & Chief Executive Officer

HCBMW ACQUISITION CORP.

By: _____
Name: Paul Palmeri
Title: Chief Executive Officer & Treasurer

(Signature Page for Trademark Assignment)

TRADEMARK
REEL: 003572 FRAME: 0519

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

MARC WEAR

By: _____
Name: Marc Ware
Title: President & Chief Executive Officer

HCBMW ACQUISITION CORP.

By: Paul Palmeri
Name: Paul Palmeri
Title: Chief Executive Officer & Treasurer

(Signature Page for Trademark Assignment)

TRADEMARK
REEL: 003572 FRAME: 0520

SCHEDULE A

Mark	Appln./Reg. No.	Goods/Services
HOT COTTON	1,966,824	Men's, women's and children's sportswear made in whole or substantial part of cotton, namely t-shirts, tank tops, shirts, sport shirts, sweat shirts, blouses, sweaters, pullovers, jackets, hooded sweat jackets, vests, pants, sweat pants, leggings, stirrup pants, shorts, sweat shorts, dresses, skirts, rompers, jumpers, and jumpsuits.
HOT COTTON	1,519,899	T-shirts made of cotton.
HOT COTTON BY MARC WARE	TBD	TBD