

**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>
Affordable Luxury Group, LLC		01/18/2007	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yellowstone Brands, LLC		
<b>Street Address:</b>	3140 Route 22 West		
<b>Internal Address:</b>	c/o Ross Holdings, LLC		
<b>City:</b>	Somerville		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08876		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78765402	D. B. COOPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)696-9459		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 699-4036		
<b>Email:</b>	aaheller@hhandf.com		
<b>Correspondent Name:</b>	Alan A. Heller		
<b>Address Line 1:</b>	292 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Alan A. Heller		
<b>Signature:</b>	/Alan A. Heller/		
<b>Date:</b>	08/20/2007		

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**Total Attachments: 4**

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S&amp;C — 1/16/2007

**TRADEMARK ASSIGNMENT AGREEMENT**

This Agreement dated the \_\_\_ day of January, 2007 is executed by AFFORDABLE LUXURY GROUP, LLC, a Georgia limited liability company, with offices at 101 Marietta Street Ste 1070 Atlanta, Georgia, 30303 ("Assignor") to YELLOWSTONE BRANDS, LLC, a New Jersey limited liability company, have a place of business at c/o Ross Holdings, LLC, 3140 Route 22 West, Somerville, NJ 08876 ("Assignee").

**WHEREAS**, Assignor is the owner of the trademark in and to the terms, D. B. Cooper when used in connection with casual and sports menswear; namely knit shirts, sport shirts, woven shirts, woven pants, knit pants, sweat pants, sweat shirts, T-Shirts, shoes and belts Trademark Office trademark application being Serial Number 78/765402, along with all goodwill and business associated thereof (the "Trademark"); and

**WHEREAS**, Assignee, wishes to acquire the entire right, title, and interest in the Trademark, along with all goodwill therein for the total purchase price of \$100,000.

**NOW**, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all right, title, and interest Assignor may have (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Trademark, along with all goodwill of the business in connection with which the Trademark is used. Assignor further irrevocably assigns to Assignee all right, title, and interest that Assignor may have in any particular stylization or rendering of the Trademark, if any, including all rights of copyright in and to the designs developed for use with the Trademark.

2. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement; this transaction will not violate any provision of Assignor's Certificate of Formation, or result in the breach of or constitute a default under any agreement, instrument or order, judgment or decree of any court or administrative agency to which Assignor is a party or by which it is bound, or result in the creation or imposition of any material lien, claim, or encumbrance or license on the Trademark;
- (b) Assignor is the exclusive owner of all right, title and interest in the Trademark;
- (c) The Trademark is and/or shall be free of any license, liens, security interests, and encumbrances;

59110.2

- (d) There is no suit or claim, pending or threatened, with respect to Assignor's rights in the Trademark;
- (e) The Managers of Assignor are Scott Rosenblum and Ronny Platovsky, who are authorized and empowered to execute and deliver this Assignment Agreement on behalf of Assignor;
- (f) ALG is not insolvent and will not be rendered insolvent as a result of the within Assignment; the purchase price stated herein is fair value for the property hereby transferred; and
- (g) No third-party has asserted or made a claim to have a superior right to the name DB Cooper or any name confusingly similar to that of DB Cooper in any product category since the inception of ALG's use of such name. ALG has used the name DB Cooper in commerce in the United States of America.

3. **Purchase Price.** In consideration of the payment of One Hundred Thousand (\$100,000) and 00/100 Dollars, receipt of which is hereby acknowledge by Assignor, and for other good and valuable consideration, Assignor has executed this Trademark Assignment Agreement.

4. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstances shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. **Agreement to Perform Necessary Acts.** Both parties agree to perform any further acts and execute and delivery any documents that may be reasonable necessary to carry out the provisions of this Agreement; to confirm, effect, enable, or evidence the assignment herein and t he full enjoyment by Assignee of the rights, title, and interest transferred herein; and to effect recordal of the assignment to and ownership by Assignee of the Trademark; all at the expense of the Assignee.

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- (b) this instrument was signed by Scott Rosenblum, who is a Manager of Affordable Luxury Group, a Georgia Limited Liability Company, the entity named in this instrument, and was fully authorized to and did execute this instrument as the act of the entities; and
- (c) the subscribing witness signed this proof under oath to attest to the truth of these facts.

*J. Matatta*

Signed and sworn to before me on this 18 day of January, 2007.

Vernice Scott



STATE OF )  
 )  
 COUNTY OF NJ )  
 )  
 ss:

I certify that on January 18, 2007, Ronny Platovsky personally came before me and stated under oath, to my satisfaction that:

- (a) this person was the subscribing witness to the signing of this instrument;
- (b) this instrument was signed by Ronny Platovsky, who is a Manager of Affordable Luxury Group, a Georgia Limited Liability Company, the entity named in this instrument, and was fully authorized to and did execute this instrument as the act of the entities; and
- (c) the subscribing witness signed this proof under oath to attest to the truth of these facts.

*[Signature]*

Signed and sworn to before me on this 18 day of January, 2007.

ALAN A. HELLER  
 Notary Public, State of New York  
 No. 02HE5026529  
 Qualified in Nassau County  
 Commission Expires April 18, 2010