

**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
SUTTON CREATIONS, INC.		01/11/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JACQUES MORET, INC.
Street Address:	1411 Broadway
Internal Address:	8th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2747888	SAN MICHELLE BAY
Registration Number:	2988407	AZ SPORT
Registration Number:	2024300	NICOLE & CHILLI
Registration Number:	1750800	BIZZIT
Serial Number:	77091139	WATERBURY CLASSICS
Serial Number:	77032922	INSIDE OUT

CORRESPONDENCE DATA

Fax Number: (212)391-4556  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 730-1900  
 Email: mleve@ssghlaw.com  
 Correspondent Name: Marc D. Leve  
 Address Line 1: Silverberg Stonehill Goldsmith & Haber  
 Address Line 2: 111 West 40th Street, 33rd Floor  
 Address Line 4: NEW YORK, NEW YORK 10018

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	10703.04 - JACQUES MORET
NAME OF SUBMITTER:	Marc D. Leve
Signature:	/Marc D. Leve/
Date:	01/23/2008
Total Attachments: 4 source=Trademark-Assignment-Executed#page1.tif source=Trademark-Assignment-Executed#page2.tif source=Trademark-Assignment-Executed#page3.tif source=Trademark-Assignment-Executed#page4.tif	

## TRADEMARK ASSIGNMENT

This Assignment ("Assignment"), effective as of the 10<sup>th</sup> day of January, 2008 (the "Effective Date"), is by and between SUTTON CREATIONS, INC., a New York Corporation ("Assignor") with offices at 1407 Broadway, 30th Floor, New York, New York 10018, and JACQUES MORET, INC., a Delaware corporation ("Assignee") with offices at 1411 Broadway, 8<sup>th</sup> Floor, New York, New York 10018.

**WHEREAS**, Assignor owns the statutory and common law rights in the trademark registrations and applications in the United States of America specifically 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 the goodwill associated therewith; and

**WHEREAS**, Assignor and Assignee have previously entered into that certain Asset Purchase Agreement dated December 10, 2007 (the "Asset Purchase Agreement"), for the acquisition by Assignor of the Trademarks and the goodwill associated therewith.

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

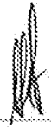
1. Assignor hereby assigns, transfers and conveys to Assignee and its successors, heirs and assigns, all of its right, title and interest in and to the Trademarks including (i) any and all of Assignor's rights in the Trademarks, any renewal rights thereto and any registrations therefor, and (ii) any goodwill related to the Trademarks and to the business associated therewith and represented thereby, and (iii) any and all causes of action arising under the Trademarks and 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 reasonably determines may be necessary or appropriate, or that may be required under federal, state or foreign law, to perfect Assignee's ownership of any intellectual property rights in the Trademarks, provided that Assignee shall pay all reasonable costs associated therewith.

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.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties have hereto set their hand and seal this 10<sup>th</sup> day of January, 2008.

SUTTON CREATIONS, INC.

By:   
Name: ABRAHAM SUTTON  
Title: PRESIDENT

STATE OF NEW YORK )  
 ) S.S.  
COUNTY OF NEW YORK )

On the 10<sup>th</sup> day of January 2008, before me, the undersigned, a notary public in and for said state, personally appeared Abraham M. Sutton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



JUSTINE H. MANZANO  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 01MA8131888  
QUALIFIED IN BRONX COUNTY  
MY COMMISSION EXPIRES AUG. 22, 2009

Trademark Assignment  
Signature Page

TRADEMARK  
REEL: 003702 FRAME: 0040

EXHIBIT A

A. Registered Trademarks

<u>WORD MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>
San Michelle Bay	2747888	8/5/2003
AZ Sport	2988407	8/30/2005
Nicole & Chilli	2024300	12/17/1996
Bizzit	1750800	2/2/1993

B. Pending Application

<u>WORD MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
WATERBURY CLASSICS	77/091,139	1/25/07

C. Other Pending Application

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
INSIDE OUT	77/032,922	10/31/06