

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Ronald Perilman-Nancy Bolen Partnership		01/01/2007	PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SLL, INC.		
Street Address:	2416 E. 27th Street		
City:	Vernon		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3196893	SLIM'R JEANS	
CORRESPONDENCE DATA			
Fax Number:	(424)202-6224		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ahiggins@dreierstein.com		
Correspondent Name:	William A. Finkelstein		
Address Line 1:	1620 26th Street		
Address Line 2:	6th Floor North Tower		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	William A. Finkelstein		
Signature:	/waf/		
Date:	07/25/2008		

OP \$40.00 3196893

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of 1/1/07 nunc pro tunc, is entered into by and between The Ronald Perilman-Nancy Bolen Partnership, a California partnership ("Assignor") and SLL, Inc., a California Corporation ("Assignee"), with reference to the following:

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark SLIM'R JEANS, registered with the United States Patent and Trademark Office, Registration No. 3,196,893, for use in connection with jeans (the "Trademark"); and

WHEREAS, Assignor desires to assign all of its entire right, title and interest in and to the Trademark to Assignee, and Assignee desires to acquire the exclusive right, title and interest in and to the Trademark.

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

1. Assignor hereby sells and assigns unto the Assignee, its successors and assigns, all right, title and interest in and to the Trademark as Assignor may possess, together with the goodwill of the business symbolized by the Trademark, all common law rights relating thereto, and all rights to bring action on and recover damages for past, present and future claims, demands and causes of action based thereon, if any.

2. Assignor agrees that it shall not use or attempt to register any name, mark, term or domain name which may be confusingly similar to the Trademark. Assignor further agrees that it shall not assert any objection, claim, opposition, cancellation or any other challenge to Assignee's registration and use of the Trademark worldwide.

3. Assignor represents and warrants to Assignee that (a) it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder; (b) there are no other agreements or understandings to which it is a party that would be violated or breached by, or which would prevent or preclude the assignment of the Trademark from Assignor to Assignee and the performance of Assignor's obligations hereunder; (c) there are no licensing agreements with any third party in connection with the Trademark; (d) there are no demands, claims, causes of action, and/or suits of any nature in connection with the Trademark; and (e) this Agreement is valid, legally binding agreement between the parties.

4. Assignor hereby agrees to defend, indemnify and hold harmless Assignee, and irrevocably and unconditionally releases Assignee, from any and all charges, complaints, claims, liabilities, obligations, causes of action, and suits of any nature whatsoever (collectively, "Claims"), known or unknown, that were based on the usage of the Trademark prior to the above date of this Agreement. Assignee hereby agrees to defend, indemnify and hold harmless Assignor, and irrevocably and unconditionally releases Assignor, from any and all Claims, known

or unknown, which it may incur in connection with the Trademark with respect to acts or events arising on or after the above date of this Agreement.

5. Assignor further covenants that no assignment, sale, agreement or encumbrance will be made or entered into which would conflict with this Agreement.

6. Assignor agrees to reasonably assist Assignee, its successors or assigns, to secure Assignee's rights in the Trademark, including but not limited to the execution of any and all documents which Assignee shall deem necessary in order to convey to Assignee, its successors and assigns, all right, title and interest in and to the Trademark.

7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to the conflict of law rules thereof. The parties hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California in connection with any action or proceeding arising out of or relating to this Agreement.

8. This Agreement sets for the entire agreement and understanding between the parties relating to the subject matter herein and merges all prior discussions between the parties related thereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

9. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions shall continue in full force and effect.

10. This Agreement shall be binding upon Assignor's heirs, successors and assigns and will be for the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date above.


ASSIGNOR

THE RONALD PERILMAN-NANCY BOLEN
PARTNERSHIP
a California partnership

By: 
Ronald Perilman, Partner

ASSIGNEE

SLL, INC.
a California Corporation

By: 
George Rudes
Its: CEO