

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwick Acquisition LLC		07/24/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Southwick, LLC		
Street Address:	100 Phoenix Ave.		
City:	Enfield		
State/Country:	CONNECTICUT		
Postal Code:	06082		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	72169851	SOUTHWICK	
Serial Number:	72225756	GRIECO	
Serial Number:	73661931	GRIECO	
CORRESPONDENCE DATA			
Fax Number:	(908)725-7088		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	908-722-5640		
Email:	s.baker@br-tmlaw.com,n.friedman@br-tmlaw.com,officeactions@br-tmlaw.com		
Correspondent Name:	Stephen L. Baker		
Address Line 1:	575 Route 28, Suite 102		
Address Line 4:	Raritan, NEW JERSEY 08869		
NAME OF SUBMITTER:	Stephen L. Baker		
Signature:	/Stephen L. Baker/		

OP \$90.00 72169851

Date:

07/31/2008

Total Attachments: 6

source=Southwick Name Change#page1.tif

source=Southwick-TM Assignment#page1.tif

source=Southwick-TM Assignment#page2.tif

source=Southwick-TM Assignment#page3.tif

source=Southwick-TM Assignment#page4.tif

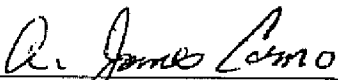
source=Southwick-TM Assignment#page5.tif

AMENDMENT TO
APPLICATION FOR REGISTRATION
OF SOUTHWICK ACQUISITION LLC,
A FOREIGN LIMITED LIABILITY COMPANY

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned hereby certify as follows:

1. The federal identification number of Southwick Acquisition LLC (the "Company") is 26-2885649.
2. The name of the Company is Southwick Acquisition LLC.
3. The date of filing of the original Certificate of Organization with the State of Delaware is June 13, 2008, and the date of filing with the Commonwealth of Massachusetts is July 9, 2008.
4. The general character of the business of this foreign limited liability company purpose is to be a holding company.
5. The business address of the principal office of this foreign limited liability company is 100 Phoenix Avenue, Enfield, CT 06082.
6. The Registered Agent address is Corporation Service Company, 84 State Street, Boston, MA 02109.
7. The Application for Registration of the Company is hereby amended to change the name of the Company from Southwick Acquisition LLC to Southwick LLC.

IN WITNESS WHEREOF, the undersigned authorized person has caused this Amendment to the Application for Registration to be executed on behalf of the Company this 24th day of July, 2008.



By: Retail Brand Alliance, Inc., Sole Manager
By: A. James Como, Authorized Person

TRADEMARK ASSIGNMENT

WHEREAS, Southwick Clothing LLC, a Massachusetts limited liability company with a place of business at 50 Island Street, Lawrence, Massachusetts 01840 (hereinafter "ASSIGNOR"), is the owner of all right, title and interest in and to certain trademarks, for use in the manufacture and marketing of suiting and other garments, and any other materials provided in connection with said services, including the trademark registrations and applications for registration thereof and the common law rights pertaining thereto (hereinafter the "MARKS"), identified in Schedule A hereto and incorporated herein by reference, and is the owner of the goodwill of the business symbolized by the MARKS and connected with the use thereof; and

WHEREAS, Southwick Acquisition LLC, a Delaware limited liability company with a place of business at 100 Phoenix Avenue, Enfield, Connecticut 06082 (hereinafter "ASSIGNEE"), pursuant to that Asset Purchase Agreement by and among, inter alia, ASSIGNOR and ASSIGNEE dated of even date herewith, as it may be amended from time to time, desires to acquire all of ASSIGNOR's right, title and interest in and to the MARKS, together with the applications therefor and registrations thereof and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby does assign, transfer and convey, effective as of the date hereof, to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title and interest in and to the MARKS (including, without limitation, any United States trademark applications and registrations therefor and all other registrations and applications for registration of such MARKS in all jurisdictions), together with the goodwill of that portion of ASSIGNOR's business symbolized thereby, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the MARKS, or any license, agreement, contract or other matter relating thereto.

2. ASSIGNOR hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the MARKS are registered or in which an application for registration of one or more of the MARKS is pending, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the MARKS, together with all goodwill of the business associated with and symbolized by the MARKS, and to issue the Certificate of Registration resulting from any such application for registration of the MARKS or renewal of any existing registration of the MARKS to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the Assignment of the MARKS to ASSIGNEE with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which the MARKS is or may be registered or in which applications for registration of one or more of the MARKS are pending, under the relevant laws of the United States or any other jurisdictions, within a reasonable time of execution hereof.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 11 day of July, 2008.

SOUTHWICK CLOTHING LLC

By: 

Name: Robert Bayer

Title: Manager

SOUTHWICK ACQUISITION LLC

By: _____

Name: Eugene Feola

Title: Vice President

SEAL

State of Connecticut
County of Fairfield ss Greenwich

On this 11th day of July, 2008, before me personally appeared Robert Bayer to me personally known, who being duly sworn, did say that he is the Manager of Southwick Clothing LLC and that he duly executed the foregoing instrument for and on behalf of Southwick Clothing LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

JENNIFER L. DULIN
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2011

Signature Page to Trademark Assignment Agreement

TRADEMARK
REEL: 003826 FRAME: 0403

ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the Assignment of the MARKS to ASSIGNEE with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which the MARKS is or may be registered or in which applications for registration of one or more of the MARKS are pending, under the relevant laws of the United States or any other jurisdictions, within a reasonable time of execution hereof.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this _____ day of July, 2008.

SOUTHWICK CLOTHING LLC

By: _____

Name: Robert Bayer

Title: Manager

SOUTHWICK ACQUISITION LLC

By:  _____

Name: Eugene Feola

Title: Vice President

SEAL

State of _____)
) ss
County of _____)

On this ____ day of July, 2008, before me personally appeared Robert Bayer to me personally known, who being duly sworn, did say that he is the Manager of Southwick Clothing LLC and that he duly executed the foregoing instrument for and on behalf of Southwick Clothing LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

SCHEDULE A

TRADEMARKS

TRADEMARK REGISTRATIONS
SOUTHWICK CLOTHING LLC

Prepared by: Hart Baxley Daniels Holton
03 July 2008

<u>MARK</u>	<u>COUNTRY</u>	<u>REG/APPN NO.</u>	<u>CLASS</u>	<u>DUE DATE</u>	<u>ACTION</u>	<u>NOTES</u>
GREICO	United States	1508237	25	11-Oct-08	Renewal	
GREICO (stylized)	United States	817592	25	25-Oct-16	Renewal	Supplemental Register
SOUTHWICK (stylized)	United States	766775	25	17-Mar-14	Renewal	
SOUTHWICK	Canada	1920219	25	23-Aug-10	Renewal	
SOUTHWICK	France	1193457	25	25-Jan-12	Renewal	
SOUTHWICK	United Kingdom	2277110	25	3-Aug-11	Renewal	