

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S&B Industries, Inc.		08/26/2008	CORPORATION: DELAWARE
4004 Incorporated		08/26/2008	CORPORATION: PENNSYLVANIA
4004 LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Baller Brands LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Favored Brands LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Pro Air LLC		08/26/2008	LIMITED LIABILITY COMPANY: NEVADA
S&B Retail China LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
S&B Retail India LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Star Band LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Steel Bolt Construction LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Stellar Brands LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Steve & Barry's Alabama LLC		08/26/2008	LIMITED LIABILITY COMPANY: ALABAMA
Steve & Barry's Arizona LLC		08/26/2008	LIMITED LIABILITY COMPANY: ARIZONA
Steve & Barry's Arkansas LLC		08/26/2008	LIMITED LIABILITY COMPANY: ARKANSAS
Steve & Barry's California LLC		08/26/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
Steve & Barry's Colorado LLC		08/26/2008	LIMITED LIABILITY COMPANY: COLORADO
Steve & Barry's Connecticut LLC		08/26/2008	LIMITED LIABILITY COMPANY: CONNECTICUT
Steve & Barry's CP LLC		08/26/2008	LIMITED LIABILITY COMPANY: MICHIGAN

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Steve & Barry's Florida LLC		08/26/2008	LIMITED LIABILITY COMPANY: FLORIDA
Steve & Barry's Georgia LLC		08/26/2008	LIMITED LIABILITY COMPANY: GEORGIA
Steve & Barry's GLC LLC		08/26/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Steve & Barry's Hawaii LLC		08/26/2008	LIMITED LIABILITY COMPANY: HAWAII
Steve & Barry's Idaho LLC		08/26/2008	LIMITED LIABILITY COMPANY: IDAHO
Steve & Barry's Illinois LLC		08/26/2008	LIMITED LIABILITY COMPANY: ILLINOIS
Steve & Barry's Indiana LLC		08/26/2008	LIMITED LIABILITY COMPANY: INDIANA
Steve & Barry's International LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Steve & Barry's Iowa LLC		08/26/2008	LIMITED LIABILITY COMPANY: IOWA
Steve & Barry's Kansas LLC		08/26/2008	LIMITED LIABILITY COMPANY: KANSAS
Steve & Barry's Kentucky LLC		08/26/2008	LIMITED LIABILITY COMPANY: KENTUCKY
Steve & Barry's LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Steve & Barry's Louisiana LLC		08/26/2008	LIMITED LIABILITY COMPANY: LOUISIANA
Steve & Barry's Maine LLC		08/26/2008	LIMITED LIABILITY COMPANY: MAINE
Steve & Barry's Manhattan LLC		08/26/2008	LIMITED LIABILITY COMPANY: NEW YORK
Steve & Barry's Maryland LLC		08/26/2008	LIMITED LIABILITY COMPANY: MARYLAND
Steve & Barry's Massachusetts LLC		08/26/2008	LIMITED LIABILITY COMPANY: MASSACHUSETTS
Steve & Barry's Michigan LLC		08/26/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Steve & Barry's Midwest LLC		08/26/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Steve & Barry's Minnesota LLC		08/26/2008	LIMITED LIABILITY COMPANY: MINNESOTA
Steve & Barry's Mississippi LLC		08/26/2008	LIMITED LIABILITY COMPANY: MISSISSIPPI
Steve & Barry's Missouri LLC		08/26/2008	LIMITED LIABILITY COMPANY: MISSOURI
Steve & Barry's Nebraska LLC		08/26/2008	LIMITED LIABILITY COMPANY: NEBRASKA

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REEL: 003850 FRAME: 0410

Steve & Barry's Nevada LLC		08/26/2008	LIMITED LIABILITY COMPANY: NEVADA
Steve & Barry's New Jersey LLC		08/26/2008	LIMITED LIABILITY COMPANY: NEW JERSEY
Steve & Barry's New Mexico LLC		08/26/2008	LIMITED LIABILITY COMPANY: NEW MEXICO
Steve & Barry's New York LLC		08/26/2008	LIMITED LIABILITY COMPANY: NEW YORK
Steve & Barry's North Carolina LLC		08/26/2008	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Steve & Barry's Oakland LLC		08/26/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Steve & Barry's Ohio LLC		08/26/2008	LIMITED LIABILITY COMPANY: OHIO
Steve & Barry's Oklahoma LLC		08/26/2008	LIMITED LIABILITY COMPANY: OKLAHOMA
Steve & Barry's Pennsylvania LLC		08/26/2008	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Steve & Barry's South Carolina LLC		08/26/2008	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
Steve & Barry's South Michigan LLC		08/26/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Steve & Barry's Tennessee LLC		08/26/2008	LIMITED LIABILITY COMPANY: TENNESSEE
Steve & Barry's Texas LLC		08/26/2008	LIMITED LIABILITY COMPANY: TEXAS
Steve & Barry's Utah LLC		08/26/2008	LIMITED LIABILITY COMPANY: UTAH
Steve & Barry's Virginia LLC		08/26/2008	LIMITED LIABILITY COMPANY: VIRGINIA
Steve & Barry's Washington LLC		08/26/2008	LIMITED LIABILITY COMPANY: WASHINGTON
Steve & Barry's West Virginia LLC		08/26/2008	LIMITED LIABILITY COMPANY: WEST VIRGINIA
Steve & Barry's Wisconsin LLC		08/26/2008	LIMITED LIABILITY COMPANY: WISCONSIN
Stone Barn LLC		08/26/2008	LIMITED LIABILITY COMPANY: OHIO
Stone Barn Trading LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Striking Brands LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Swift Building LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Symbolic Brands LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE

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REEL: 003850 FRAME: 0411

RECEIVING PARTY DATA

Name:	BH S & B Holdings LLC
Street Address:	12 Harbor Park Drive
City:	Port Washington
State/Country:	NEW YORK
Postal Code:	11050
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	78756953	4004
Serial Number:	78882592	BUILTRITE
Serial Number:	77147536	EVERYONE LOVES THE LONGBALL
Serial Number:	78974407	
Serial Number:	78974412	
Serial Number:	77193996	UNISOURCE
Serial Number:	77194009	UNISOURCE GROUP
Serial Number:	77178147	FAVORED BRANDS
Serial Number:	77178154	BALLER BRANDS
Serial Number:	77178134	STRIKING BRANDS
Serial Number:	77178024	SYMBOLIC BRANDS
Serial Number:	78756812	STEVE & BARRY'S
Serial Number:	78756839	SB
Serial Number:	78756827	S&B
Serial Number:	78859708	DO YOU FEEL ME?
Serial Number:	78859696	YOU FEEL ME?
Serial Number:	77036351	S.L.A.M. TOUR
Serial Number:	77036512	SLAM TOUR
Serial Number:	77037222	SPORTS LIFESTYLE AND MUSIC TOUR
Serial Number:	77154805	
Serial Number:	77154790	BELIEVE IT
Serial Number:	77216610	FOR AROUND \$10
Serial Number:	77311774	S&B MIX
Serial Number:	75654133	STEVE & BARRY'S UNIVERSITY SPORTSWEAR
Serial Number:	77063928	STEVE & BARRY'S UNIVERSITY SPORTSWEAR

Serial Number:	77331612	PREVOR AND SHORE
Serial Number:	77331677	PREVOR & SHORE
Serial Number:	77140698	ELEVEN BY VENUS WILLIAMS
Serial Number:	77140702	ELEVEN VENUS WILLIAMS
Serial Number:	78974396	BUBBAGOLF
Serial Number:	77140653	DEAR AB
Serial Number:	77140714	WONDERWALL
Serial Number:	77140732	BIG BEN
Serial Number:	77211835	BW
Serial Number:	77216593	BIG BEN
Serial Number:	77216576	BIG BEN
Serial Number:	77210620	BIG BEN BEN WALLACE
Serial Number:	77210582	BIG BEN BY BEN WALLACE
Serial Number:	77211840	BW BIG BEN WALLACE
Serial Number:	77211850	BIG BEN WALLACE

CORRESPONDENCE DATA

Fax Number: (212)504-6666
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-504-6526
Email: anna.erenburg@cwt.com
Correspondent Name: Anna Erenburg
Address Line 1: One World Financial Center
Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	91933.001
NAME OF SUBMITTER:	Anna Erenburg
Signature:	/Anna Erenburg/
Date:	09/08/2008

Total Attachments: 10

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TRADEMARK AND SOFTWARE ASSIGNMENT

THIS TRADEMARK AND SOFTWARE ASSIGNMENT (this "Assignment"), dated as of August 26, 2008 ("Effective Date"), is made and entered into by and between S&B Industries, Inc., a Delaware corporation, and Selling Affiliates (jointly and severally, the "Assignor"), and BH S & B Holdings, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor is selling to Assignee the Purchased Assets, upon the terms and subject to the conditions set forth in that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between the Assignor and Assignee;

WHEREAS, in accordance with the terms of the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

I. DEFINITIONS

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement. The following capitalized terms as used in this Agreement shall have the meanings set forth in this Section I:

"Assigned Marks" means the Trademarks identified as part of Purchased Assets, including but not limited to the Trademarks set forth on Exhibit A and the registrations and applications listed therein.

"Assigned Software" means computer programs, software, firmware, middle ware, user interface, source code, object code, databases and compilations, including any and all data and collections of data whether machine readable or otherwise, algorithms, development tools, servers, and the like, flow-charts, models and methodologies and other work product used to design, plan, organize and develop any of the foregoing, and user manuals and other training documentation related to any of the foregoing and other intangibles associated with this software, including, but not limited to, copyrights, trade secrets, and inventions (whether or not patentable), owned and/or used by Assignor in connection with, arising from or in respect of the Business, including but not limited to Assignor's inventory, sales and tracking software that is used in the Business and software set forth in Exhibit B.

"Party" means Assignor and Assignee individually, and "Parties" means Assignor and Assignee collectively.

II. TRADEMARK ASSIGNMENT

A. Assignor hereby sells, assigns and transfers to Assignee the entire worldwide right, title, and interest in, to and under the Assigned Marks, together with the goodwill connected with and symbolized by the Assigned Marks, or to which the Assigned Marks pertain, and together with all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (whether in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, the same to be held and enjoyed by Assignee for its own use and enjoyment, and the use and enjoyment of its successors, assigns or other legal representatives.

B. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment as to the Assigned Marks.

C. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Marks.

III. SOFTWARE ASSIGNMENT

A. Assignor hereby sells, assigns and transfers to Assignee Assignor's entire right, title and interest in, to and under the Assigned Software together with all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (whether in law or in equity) and all of Assignor's right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, the same to be held and enjoyed by Assignee for its own use and enjoyment, and the use and enjoyment of its successors, assigns or other legal representatives.

IV. MISCELLANEOUS

A. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.


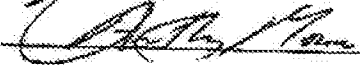
B. Upon request by Assignee, Assignor will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Marks and Assigned Software set forth herein, in the United States or foreign jurisdictions, as applicable, and to vest in Assignee all right, title, and interest in and to the Assigned Marks and Assigned Software.

C. This Assignment is binding upon, and inures to the benefit of, the Parties and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

(Signature pages follow)

BH S & B HOLDINGS LLC

By: 
Name: 
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

S & B INDUSTRIES INC.

By: 
Name: Barry Prevor
Title: Chairman

4084 Incorporated
4084 LLC
Baller Brands LLC
Favored Brands LLC
Pro Air LLC
S&B Retail China LLC
S&B Retail India LLC
Star Band LLC
Steel Bolt Construction LLC
Stellar Brands LLC
Steve & Barry's Alabama LLC
Steve & Barry's Arizona LLC
Steve & Barry's Arkansas LLC
Steve & Barry's California LLC
Steve & Barry's Colorado LLC
Steve & Barry's Connecticut LLC
Steve & Barry's CP LLC
Steve & Barry's Florida LLC
Steve & Barry's Georgia LLC
Steve & Barry's GLC LLC
Steve & Barry's Hawaii LLC
Steve & Barry's Idaho LLC
Steve & Barry's Illinois LLC
Steve & Barry's Indiana LLC
Steve & Barry's International LLC

Steve & Barry's Iowa LLC
Steve & Barry's Kansas LLC
Steve & Barry's Kentucky LLC
Steve & Barry's LLC
Steve & Barry's Louisiana LLC
Steve & Barry's Maine LLC
Steve & Barry's Manhattan LLC
Steve & Barry's Maryland LLC
Steve & Barry's Massachusetts LLC
Steve & Barry's Michigan LLC
Steve & Barry's Midwest LLC
Steve & Barry's Minnesota LLC
Steve & Barry's Mississippi LLC
Steve & Barry's Missouri LLC
Steve & Barry's Nebraska LLC
Steve & Barry's Nevada LLC
Steve & Barry's New Jersey LLC
Steve & Barry's New Mexico LLC
Steve & Barry's New York LLC
Steve & Barry's North Carolina LLC
Steve & Barry's Oakland LLC
Steve & Barry's Ohio LLC
Steve & Barry's Oklahoma LLC
Steve & Barry's Pennsylvania LLC
Steve & Barry's South Carolina LLC

Steve & Barry's South Michigan LLC
Steve & Barry's Tennessee LLC
Steve & Barry's Texas LLC
Steve & Barry's Utah LLC
Steve & Barry's Virginia LLC
Steve & Barry's Washington LLC
Steve & Barry's West Virginia LLC
Steve & Barry's Wisconsin LLC
Stone Barn LLC
Stone Barn Trading LLC
Striking Brands LLC
Swift Building LLC
Symbolic Brands LLC





By: 
Name: Barry Pevor
Title: Authorized Signatory




EXHIBIT A


U.S. TRADEMARKS

	OWNING ENTITY	TRADEMARK	SERIAL NO	INT'L CLASS	REG NO.	REG. DATE
1.	4004 Incorporated	4004	78756953	025, 035	3264385	7.17.2007
2.	4004 Incorporated	Builtrite	78882592	025		
3.	4004 Incorporated	Everyone Loves The Longball	77147536	009, 018, 025		
4.	4004 Incorporated		78974407	018, 025		
5.	4004 Incorporated		78974412	018, 025		
6.	S&B Industries	Unisource	77193996	035		
7.	S&B Industries	Unisource Group	77194009	035		
8.	Stellar Brands, LLC	Favored Brands	77178147	035		

9.	Stellar Brands, LLC	Baller Brands	77178154	035		
10.	Stellar Brands, LLC	Striking Brands	77178134	035		
11.	Stellar Brands, LLC	Symbolic Brands	77178024	035		
12.	Steve & Barry's LLC	Steve & Barry's	78756812	018, 025, 035	3189172	12.26.2006
13.	Steve & Barry's LLC	SB	78756839	018, 025, 035		
14.	Steve & Barry's LLC	S&B	78756827	018, 025, 035		
15.	Steve & Barry's LLC	Do You Feel Me?	78859708	025, 035		
16.	Steve & Barry's LLC	You Feel Me?	78859696	025, 035		
17.	Steve & Barry's LLC	S.L.A.M. Tour	77036351	041		
18.	Steve & Barry's LLC	SLAM Tour	77036512	041		
19.	Steve & Barry's LLC	Sports Lifestyle And Music Tour	77037222	041		

20.	Steve & Barry's LLC		77154805	025		
21.	Steve & Barry's LLC	Believe it	77154790	035		
22.	Steve & Barry's LLC	For Around \$10	77216610	035		
23.	Steve & Barry's LLC	S&B MIX	77311774	041	3453165	6.24.2008
24.	Steve & Barry's Michigan LLC	Steve & Barry's University Sportswear	75654133	035	2399262	10.31.200 0
25.	Steve & Barry's LLC	Steve & Barry's University Sportswear	77063928	018, 025	3390814	3.4.2008
26.	Steve & Barry's LLC	PREVOR AND SHORE	77331612	018, 025		
27.	Steve & Barry's LLC	PREVOR & SHORE	77331677	018, 025		
28.	4004 Incorporated	Eleven By Venus Williams	77140698	009, 014, 018, 025		
29.	4004 Incorporated	Eleven Venus Williams	77140702	009, 014, 018, 025		
30.	4004 Incorporated	Bubbagolf	78974396	018, 025		

31.	4004 Incorporated		77140653	009,01 4, 018, 025		
32.	4004 Incorporated	Wonderwall	77140714	009,01 4, 018, 025		
33.	Baller Brands	Big Ben	77140732	009,01 4, 018, 025		
34.	Baller Brands		77211835	018, 025		
35.	Baller Brands	BIG BEN	77216593	018, 025		
36.	Baller Brands	BIG BEN	77216576	018, 025		
37.	Baller Brands	Big Ben Ben Wallace	77210620	018, 025		
38.	Baller Brands	Big Ben by Ben Wallace	77210582	018, 025		
39.	Baller Brands		77211840	018, 025		

40.	Baller Brands		77211850	018, 025		