

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Haggar Women's Wear, Ltd. | | 09/01/2008 | LIMITED PARTNERSHIP: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Jerell Clothing Company, LLC | | |
| Street Address: | 10367 Brockwood Road | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75238 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1701873 | ALI MILES | |
| Registration Number: | 2160295 | STONEBRIDGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)889-9779 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 214-780-1444 | | |
| Email: | bhalpern@shacklaw.net | | |
| Correspondent Name: | Ben Halpern | | |
| Address Line 1: | 3333 Lee Parkway | | |
| Address Line 2: | Tenth Floor | | |
| Address Line 4: | Dallas, TEXAS 75219 | | |
| ATTORNEY DOCKET NUMBER: | 80006.3 | | |
| NAME OF SUBMITTER: | Benjamin D. Halpern | | |
| Signature: | /Benjamin D. Halpern/ | | |

OP \$65.00 1701873

Date:

09/15/2008

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

WHEREAS, HAGGAR WOMEN'S WEAR, LTD., a Texas limited partnership (hereinafter the "Assignor"), is the owner of all right, title and interest in and to the trademarks registered with the U.S. Patent and Trademark Office, as set forth on Exhibit "A" attached hereto (collectively, the "Marks").

WHEREAS, JERELL CLOTHING COMPANY, LLC, a Texas limited liability company (the "Assignee"), desires to acquire the entire right, title and interest in, to and under said Marks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that pursuant to the Agreement for Sale of Business Assets, dated as of September 1, 2008 between Assignor and Assignee and for such other good and valuable consideration recited therein, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, effective as of September 1, 2008, Assignor's entire right, title and interest in and to the Marks, the goodwill of the business symbolized therein, and any foreign rights associated with the Marks or the goodwill associated therewith.

The Marks are to be held by Assignee, for its own use and enjoyment and that of its successors, assigns or other legal representatives, to the end of the term or terms for which said Marks are granted, as fully and entirely as said Marks would have been held by Assignor had this assignment and sale not been made.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance of the Marks has been or will be made or entered into by Assignor which would conflict with this assignment and sale.

Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Marks as may be known and accessible to Assignor, and will testify as to the same in any litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said Marks which may be reasonably necessary or desirable to carry out the purpose hereof.

IN WITNESS WHEREOF, the undersigned Assignor and Assignee hereunto set hand and seal effective the 1st day of September, 2008.

ASSIGNOR:

HAGGAR WOMEN'S WEAR, LTD.,
a Texas limited partnership

By: Jerell Clothing Management, Inc.,
a Texas corporation,
its general partner.

By: Terry L. Hugg
Name: Terry L. Hugg
Title: Chief Executive Officer

ASSIGNEE:

JERELL CLOTHING COMPANY, LLC
a Texas limited liability company

By: _____
Edward D. Vierling, CEO

IN WITNESS WHEREOF, the undersigned Assignor and Assignee hereunto set hand and seal effective the 1st day of September, 2008.

ASSIGNOR:

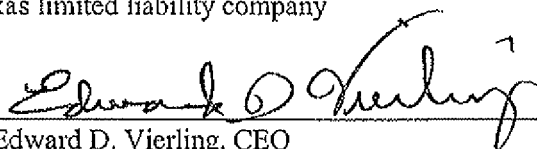
HAGGAR WOMEN'S WEAR, LTD.,
a Texas limited partnership

By: Jerell Clothing Management, Inc.,
a Texas corporation,
its general partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

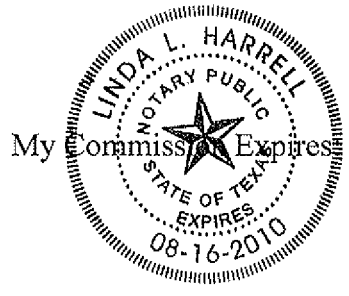
JERELL CLOTHING COMPANY, LLC
a Texas limited liability company

By: 
Edward D. Vierling, CEO

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 31 day of September, 2008, by Terry L. Long, as CEO of Jerell Clothing Management, a Texas corporation, general partner of Hagggar Women's Wear, Ltd., a Texas limited partnership, on behalf of said partnership.

Linda L. Harrell
Notary Public in and for the State of Texas



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2008, by Edward D. Vierling, as CEO of Jerell Clothing Company, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2008, by _____, as _____ of Jerell Clothing Management, a Texas corporation, general partner of Hagggar Women's Wear, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public in and for the State of Texas

My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4 day of September, 2008, by Edward D. Vierling, as CEO of Jerell Clothing Company, LLC, a Texas limited liability company, on behalf of said limited liability company.

Doris Davis

Notary Public in and for the State of Texas

My Commission Expires:

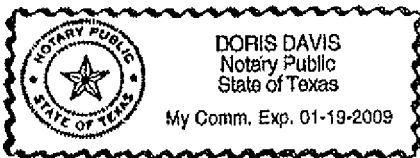


EXHIBIT "A"
Marks

| | <u>Name</u> | <u>Registration No.</u> |
|----|-------------|-------------------------|
| 1. | Ali Miles | 1701873 |
| 2. | Stonebridge | 2160295 |

EXHIBIT "A"

400605