

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
LOGOTEL, LLC		10/02/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	USPA ACCESSORIES, LLC DBA CONCEPT ONE		
Street Address:	119 West 40th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3409627	CLOTHING THE PLANET SINCE '88	
CORRESPONDENCE DATA			
Fax Number:	(212)245-2255		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 974 5444		
Email:	aafilalo@gerblaw.com		
Correspondent Name:	Steven M. Gerber, Esq.		
Address Line 1:	666 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10103		
NAME OF SUBMITTER:	Steven M. Gerber		
Signature:	/Steven M. Gerber/		
Date:	10/30/2008		

OP \$40.00 3409627

Total Attachments: 5

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**TRADEMARK
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OMNIBUS TRADEMARK ASSIGNMENT

This OMNIBUS TRADEMARK ASSIGNMENT is entered into by and between LOGOTEL, LLC (the "Assignor"), and USPA ACCESSORIES, LLC, D/B/A CONCEPT ONE (the "Assignee") as of the 2 day of October, 2008. Assignor and Assignee are referred to collectively herein as the "Parties."

WHEREAS, Assignor is the owner of all rights, title and interests in and to the trademarks listed on the attached Exhibit A, and any and all related trademark applications and registrations (collectively, the "Trademarks"); and

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Trademarks; and

WHEREAS, Assignee has agreed to purchase all of Assignors' right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, each of them intending to be legally bound, hereby agree as follows:

1. Assignment. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all of its right, title and interest in, to and under the Trademarks including that portion of Assignor's business in connection with which Assignor had a *bona fide* intention to use any of the Trademarks, all rights to sue and recover for past and future infringement thereof and all goodwill associated therewith. Assignor hereby agrees to furnish Assignee for filing such notices of assignment with the United States Patent and Trademark Office and any other government/regulatory agency worldwide and shall submit such documents (such as registrant name change agreements) as are necessary to effect the assignment and transfer of the Trademarks to Assignee, with all reasonable filing costs to be borne by Assignee. Assignor hereby grants to Assignee an irrevocable power of attorney, coupled with an interest, to execute and file any of the foregoing notices and other documents.

2. Further Assurances. Assignor and Assignee, any time and from time to time, each shall execute, acknowledge, deliver and perform or cause to be executed, acknowledged, delivered and performed, such further acts, assignments, transfers, conveyances, powers of attorney, assurances or otherwise as may be reasonably necessary or proper to carry out the provisions and intent of this Assignment.

3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment is executed below by an authorized representative of each Party.

ASSIGNOR:

LOGOTEL, LLC

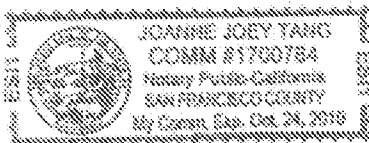
By: 

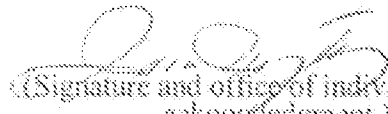
Name: WILLIAM CHAN

Title: CFO

STATE OF California)
 : ss.1
COUNTY OF San Francisco)

On this 1st day of October in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared William Chan, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument in the above referenced state.





(Signature and office of individual taking acknowledgment.)

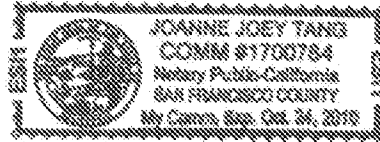
State of California)
County of San Francisco)

On October 1st, 2008, before me, Joanne Joey Tang, a Notary Public, personally appeared William Chan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Joanne Joey Tang, a notary public



ASSIGNEE:

USPA ACCESSORIES, LLC
D/B/A CONCEPT ONE

By: [Signature]
Name: Sam Hill
Title: CEO

STATE OF NY)
COUNTY OF NY) ss.:

On this 2nd day of September in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared [Signature] 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument in the above referenced state.

[Signature]
(Signature and office of individual taking acknowledgment.)

DIANE L. MILES
NOTARY PUBLIC STATE OF NEW YORK
NO. 5116124394
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES MARCH 28, 2009

SCHEDULE I

TRANSFERRED MARKS

Mark	Registration No.	Date of Registration
LOGOTEL	3,177,576	November 28, 2006
LOGOTEL	3,265,562	July 17, 2007
CLOTHING THE PLANET SINCE '88	3,409,627	April 8, 2008