

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
X-Large Licensing, LLC		10/15/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Kabushiki Kaisha B's International
Street Address:	1-2, Higashiyama 1-chome, Megouro-ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	153-0043
Entity Type:	CORPORATION: JAPAN

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2688223	XLARGE
Registration Number:	2718696	XLARGE
Registration Number:	2837567	XLARGE
Registration Number:	1959536	X-LARGE
Registration Number:	2716880	XLARGE CLOTHING
Registration Number:	1859351	X-LARGE STORE
Registration Number:	2754007	XLA
Registration Number:	2757091	XLA
Registration Number:	2765181	XLA
Registration Number:	2432459	MINI BY X-LARGE
Registration Number:	2298405	X-BABY
Registration Number:	2300190	X-KID

CORRESPONDENCE DATA

CH \$315.00 2688223

Fax Number: (650)233-4545
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-233-4758
Email: patricia.cotton@pillsburylaw.com
Correspondent Name: Patricia L. Cotton
Address Line 1: P.O. Box 10500
Address Line 2: Pillsbury Winthrop Shaw Pittman LLP
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:

067953-0370296

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Patricia L. Cotton

Signature:

/Patricia L. Cotton/

Date:

11/18/2008

Total Attachments: 10

source=x-largeassignment#page1.tif
source=x-largeassignment#page2.tif
source=x-largeassignment#page3.tif
source=x-largeassignment#page4.tif
source=x-largeassignment#page5.tif
source=x-largeassignment#page6.tif
source=x-largeassignment#page7.tif
source=x-largeassignment#page8.tif
source=x-largeassignment#page9.tif
source=x-largeassignment#page10.tif

TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of October 15, 2008 (the "Effective Date"), between Kabushiki Kaisha B's International, a Japanese corporation ("B's") and X-Large Licensing, LLC, a Delaware limited liability company ("Licensing").

Recitals

A. Licensing is the owner of the trademark applications and registrations listed on Exhibit A including all U.S. trademarks and all common law rights relating thereto (the "Trademark Applications and Registrations").

B. B's wishes to acquire all of Licensing's rights in the Trademark Registrations, together with goodwill symbolized by the Trademark Registrations and Licensing wishes to sell such rights to B's on the terms and conditions set forth below.

C. Concurrently with the execution and delivery of this Agreement, the parties hereto and others are executing and delivering a General Bill of Sale listed on Exhibit B and a Reorganization Agreement of X-Large Holdings, LLC, the majority holder of interests in Licensing and of which the parties hereto are Members.

Agreement

NOW, THEREFORE, in consideration of the payment of the purchase price by B's to Licensing and the promises and agreements herein contained, the receipt and sufficiency of which consideration is hereby acknowledged, B's and Licensing hereby agree as follows:

1. Assignment

Subject to B's fulfilling its payment obligations stipulated in Article 2, Licensing hereby sells, assigns, conveys and transfers to B's, its successors and assigns, all of Licensing's entire right, title and interest of every kind and character throughout the world, including moral rights, in and to the Trademark Applications and Registrations to the full extent of its ownership or interest therein; including, without limitation, all federal,

state, foreign, statutory and common law and other rights; all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated with the Trademark Applications and Registrations (including, but not limited to the right to use freely certain works, namely, any and all works that were created by outside design companies or designers for the creation of graphic designs, etc. using or incorporating the X-large marks); all rights to causes of action and remedies related thereto (including without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademark Applications and Registrations (collectively, the "Transferred Trademarks")

2. Purchase price

The purchase price for the Transferred Trademarks is USD\$ _____ "Purchase Price"), which is payable by B's as follows:

- a. Within ten (10) days from the execution of this Agreement, B's shall pay Licensing the amount of USD) _____, or one-third of the amount of the Purchase Price.
- b. On the condition that B's is able to confirm that X-large has executed and delivered to B's any and all necessary documents that are required to transfer and assign the Transferred Trademarks for each and every country that the Transferred Trademarks have been applied-for or registered in have been executed and delivered by Licensing to B's, within ten days from the date that B's confirms that such documents have been executed and delivered to B's, B's shall pay Licensing the remaining balance of USD _____
- c. For the avoidance of doubt, within two months from the execution of this Agreement, it is hereby understood that B's, through its trademark agents, agrees to prepare such documents referenced in Article 2b above for execution by Licensing.

d. Each installment of the Purchase Price shall be paid by direct bank transfer to an account that Licensing designates without any deductions, except as set forth in Article 3 below.

3. Trademark search costs

Licensing shall reimburse B's for up to US\$ (which may be deducted from the Purchase Price) for any and all costs incurred by B's arising from the Transferred Trademarks search costs borne by B's to confirm the status of the Transferred Trademarks.

4. Condition subsequent (Financing)

4.1 B's shall use its best efforts to obtain and secure financing of its purchasing obligations stipulated in Article 2 above, which financing shall be a condition to any transfer of interest of X-Large marks.

4.2 Notwithstanding Article 4.1, the parties to this Agreement hereby expressly agree and acknowledge that in the event that B's is unable to obtain and secure one hundred (100) percent financing of the Purchase Price from a financial institution that B's designates, B's and Licensing shall be relieved, as to each other, of all obligations under this Agreement.

4.3 The parties to this Agreement expressly agree and acknowledge that in the event that B's is not able to secure financing of the Purchase Price as described in Article 4.2 above within ninety (90) days from the execution of this Agreement, then either party may terminate this Agreement after said ninety day period.

5. Registration of the trademarks

Licensing shall fully cooperate with B's to effect the assignment of the Transferred Trademarks to B's. Licensing hereby appoints B's as Licensing's representative and agent to effect and execute any necessary documents to effect the registration or recordation of the assignment of the Transferred Trademarks in B's' name.

6. Licensing's representations and warranties

6.1 If, in spite of B's' review that Licensing has executed all necessary documents to effectuate the assignment and recordation of the Transferred Trademarks pursuant to Article 2(b) above, B's discovers later that Licensing has not executed such necessary documents, Licensing represents and warrants to B's that Licensing shall take, any and all necessary lawful acts, without seeking further consideration, and to execute such further assignments and other lawful documents as B's and its successor and assigns may, from time to time, reasonably request to effect fully this assignment and sale, and to permit B's to be duly recorded, at Licensing's costs, as the registered owner of the Transferred Trademarks in the United States and elsewhere, including, but not limited to, signing the necessary forms so that the assignment can be effected on the register of the U.S. Patent and Trademark Office and other similar government offices in other countries.

6.2 Furthermore, at the time when Licensing has executed all necessary documents to effectuate the assignment and recordation of the Transferred Trademarks, Licensing represents and warrants to B's as follows:

- a. That the Transferred Trademarks are free from encumbrances and are legally and beneficially owned by Licensing;
- b. That there is no outstanding guarantee, indemnity or security given by or for the benefit of Licensing in relation to any or all of the Transferred Trademarks;
- c. That Licensing has not received, nor will it receive in the future, any adverse claim or notice of claim from any other party in relation to the Transferred Trademarks;
and
- d. That no receiver, administrator, or administrative receiver has been appointed in connection with the Transferred Trademarks.

7. Indemnification

Licensing shall undertake to indemnify, defend and hold harmless B's, its officers, agents and employees from any and all liability, loss, damage and expenses they may suffer as the result of claims, demands or costs which may be made or instituted against them as a result of Licensing breaching its representations and warranties stipulated in Article 6 above.

8. Entire Agreement

This Agreement constitutes the entire and only agreement between the parties hereto and supersedes all previous negotiations, agreements and commitments previously entered into between the parties hereto, whether written or oral, and shall not be released, discharged, altered or modified in any manner, except by instruments executed by duly authorized officers or representatives of each of the parties hereto.

9. Governing law

The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws applicable in the State of California.


10. Jurisdiction

If B's initiates arbitration for disputes arising out of or relating to this Agreement, or the breach thereof, the parties agree that such dispute shall be resolved by final and binding arbitration in Los Angeles, California, administered by JAMS before a single arbitrator pursuant to its Streamlined Arbitration Rules and Procedures. In such a case, all necessary pre-arbitration activities shall occur in Tokyo, Japan.

If Licensing initiates arbitration for disputes arising out of or relating to this Agreement, or the breach thereof, the parties agree that such dispute shall be resolved by final and binding arbitration in Tokyo, Japan and administered by the Japan Commercial Arbitration Association pursuant to its then existing Rules of the Japan Commercial Arbitration Association. In such a case, all necessary pre-arbitration activities shall occur in Los Angeles, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

X-Large Licensing, LLC,
a Delaware limited liability company

By: 
Title: PRESIDENT

Kabushiki Kaisha B's International,
a Japanese corporation


By: 
Title: PRESIDENT

Exhibit A
Trademark Applications and Registrations

Country/ Jurisdiction	Trademark	Goods/Services Description	Filing/Registration Date*	Filing/Registration Number	Renewal Date*	Status
Australia	X-LARGE w/Gorilla design	Class 25: Clothing, headwear, footwear, belts, etc.	8/20/1993	609714	8/20/2010	Registered
Australia	X-LARGE w/Dog design	Class 25: Clothing, headwear, footwear, belts, etc.	8/20/1993	609715	8/20/2010	Registered
China	X-LARGE w/Gorilla design	Class 25: Clothing, headwear, footwear, belts, etc.	Filed: 10/26/2000 Registered?: 12/14/2001	1681370	12/13/2011?	Opposition Review
China	X-LARGE w/Gorilla design	Class 14: Jewelry, necklaces, rings, etc.	Filed: 6/15/2006	5421475		Pending
China	X-LARGE w/Gorilla design	Class 25: Clothing, headwear, footwear, belts, etc.	Filed: 8/2/2006	5517193		Pending
China	XLA	Class 25: Clothing, headwear, footwear, belts, etc.	Filed: 6/6/2005	4702949		Pending
China	XLA	Class 18: Athletic bags, backpacks, sport bags, book bags, etc.	Filed: 6/7/2005	4705186		Pending
China	XL design	Class 25: Clothing, headwear, footwear, belts, etc.	Filed: 3/5/2001 Registered: 5/28/2002	1776943	5/27/2012	Registered
European Union	X-LARGE w/Gorilla design	Class 14: Jewelry, etc. Class 18: Backpacks, umbrellas, etc. Class 25: Badges for wear, lace and embroidery, etc.	Filed: 6/30/2004 Registered: 11/3/2005	3909512	6/30/2014	Registered
Hong Kong	X-LARGE w/ Gorilla design	Class 25: Clothing, headwear, footwear, belts, etc.	Filed: 4/4/2003 Registered: 3/12/2004	300164079	4/3/2013	Registered
Hong Kong	X-LARGE w/ Gorilla design	Class 14: Watches, jewelry, etc. Class 18: Backpacks, tote bags, duffel bags, etc.	Filed: 7/27/2004 Registered: 1/20/2005	300256752	7/26/2014	Registered
Hong Kong	XLA	Class 25: Clothing, headwear, footwear, belts, etc.	Filed: 8/3/2006 Registered: 11/2/2007	300694125	8/2/2016	Registered
Japan	X-LARGE w/Gorilla design	Class 25: Clothing, headwear, belts, etc.	Registered: 2/24/1997	3263658	2/24/2017	Registered
Japan	X-LARGE CLOTHING w/Gorilla design	Class 25: Clothing, headwear, footwear, belts, etc.	Registered: 10/12/2001	4513303	10/12/2011	Registered
Japan	X-LARGE w/Gorilla design	Class 16: Printed matter, stationery, etc. Class 26: Buttons, badges, etc.	Registered: 3/1/2002	4547176	3/1/2012	Registered and currently owned by B's International
Japan	XLA	Class 14: Watches, jewelry, etc. Class 18: Bags/pouches, etc. Class 25: Clothing, headwear, footwear, belts, etc. Class 28: Sports equipment.	Registered: 9/20/2002	4606204	9/20/2012	Registered
Japan	X-KIDS	Class 25: Clothing, headwear, footwear, belts, etc.	Filed: 6/14/2007	2007-060365		Pending - Refusal Decision issued
Singapore	X-LARGE w/Gorilla design	Class 18: Bags, all-purpose sport bags, purses, backpacks, duffel bags, etc.	6/21/2005	T0510587E	6/21/2015	Registered
Singapore	X-LARGE w/Gorilla design	Class 25: Clothing, headwear, footwear, belts, etc.	6/21/2005	T0510588C	6/21/2015	Registered
South Korea	X-LARGE w/Gorilla design	Class 18: Backpacks, tote bags, sporting bags, etc.	10/27/2004	597328	10/27/2014	Registered
South Korea	X-LARGE w/Gorilla design	Class 45: Clothing, headwear, footwear, belts, etc.	10/23/1998	426236	2008/10/23 (Renewal/Filed)	Registered (Reclass to Class 25?)
Taiwan	X-LARGE w/Gorilla design	Class 25: Clothing, headwear, footwear, belts, etc.	Registered: 4/1/2000	888379	3/31/2010	Registered
Taiwan	X-LARGE w/Gorilla design	Class 18: Backpacks, tote bags, sporting bags, etc.	Registered: 7/1/2005	1161353	6/30/2015	Registered
Taiwan	X-LARGE w/Gorilla design	Class 14: Watches, jewelry, etc.	Registered: 4/1/2005	1146047	3/31/2015	Registered
Thailand	X-LARGE w/Gorilla design	Class 18: Sports bags, backpacks, duffel bags, etc.	1/11/2007	650297/TM274087	1/10/2017	Registered
Thailand	X-LARGE w/Gorilla design	Class 25: Clothing, hats, footwear, etc.	5/22/2007	661844/TM274784	5/21/2017	Registered

USA	XLARGE	Class 14: Jewelry, bracelets, necklaces, pins, and watches.	Filed: 11/26/2001 Registered: 2/18/2003	2688223	2/17/2009 (Sec 8 & 15 Affidavits)	Registered
USA	XLARGE	Class 25: Clothing, namely, tops, bottoms, hats, socks, underwear, shoes, belts, and jackets.	Filed: 11/26/2001 Registered: 5/27/2003	2718696	5/26/2009 (Sec 8 & 15 Affidavits)	Registered
USA	XLARGE	Class 18: Athletic bags, backpacks, baby backpacks, sport bags, beach bags, book bags, duffel bags, gym bags, overnight bags, school book bags, tote bags, travel bags, daypacks, fanny packs, handbags and knapsacks.	Filed 10/26/1999 Registered: 5/4/2004	2837567	5/3/2010 (Sec 8 & 15 Affidavits)	Registered
USA	X-LARGE w/Gorilla design	Class 25: Men's and women's clothing, namely shirts, pants, jackets, vests, T-Shirts, caps, hats, sweatshirts, coats, belts, socks, underwear and shoes.	Filed: 5/14/1993 Registered: 3/5/1996	1959536	3/4/2016	Registered
USA	XLARGE CLOTHING w/Gorilla design	Class 25: Clothing, namely, shirts, pants, jackets, vests, T-Shirts, caps, hats, sweatshirts, sweat pants, pajamas, coats, belts, socks, underwear, shoes, dresses, skirts, undergarments, leggings, bathing suits, bathing trunks, rainwear and robes.	Filed: 7/30/1999 Registered: 5/20/2003	2716880	5/19/2009 (Sec 8 & 15 Affidavits)	Registered
USA	X-LARGE STORE	Class 42: Retail store services featuring clothing.	Filed: 7/26/1993 Registered: 10/18/1994	1859351	10/17/2014	Registered
USA	XLA	Class 25: Clothing, namely, tops, bottoms, underwear, headwear, footwear, dresses, skirts, hats, belts, jackets, socks, shoes, gloves, and shirts.	Filed: 10/19/2001 Registered: 8/19/2003	2754007	8/18/2009 (Sec 8 & 15 Affidavits)	Registered
USA	XLA	Class 18: All-purpose sport bags, purses, backpacks, tote bags, duffel bags, and wallets.	Filed: 10/18/2001 Registered: 8/26/2003	2757091	8/25/2009 (Sec 8 & 15 Affidavits)	Registered
USA	XLA	Class 28: Skateboards and skateboard accessories, namely, skateboard wheels, skateboard trucks, skateboard rails, skateboard hardware, and padding and guards for skateboarding, namely, elbow pads, knee pads, and wrist guards.	Filed: 10/19/2001 Registered: 9/16/2003	2765181	9/15/2009 (Sec 8 & 15 Affidavits)	Registered
USA	MINI BY X- LARGE	Class 25: Men's and women's clothing, namely, shirts, pants, jackets, vests, T-shirts, hats, caps, sweatshirts, coats, belts, socks, underwear, dresses, skirts, jumpsuits, body suits, leggings, undergarments, and shoes.	Filed: 10/28/1996 Registered: 3/6/2001	2432459	3/5/2011	Registered
USA	X-BABY	Class 25: Children's, boy's and girl's, clothing, namely, shirts, pants, jackets, vests, T-shirts, caps, hats, sweatshirts, coats, belts, socks, underwear, and shoes, also dresses, skirts, undergarments and leggings.	Filed: 9/21/1995 Registered: 12/7/1999	2298405	12/6/2009	Registered
USA	X-KID	Class 25: Children's, boy's and girl's, clothing, namely, shirts, pants, jackets, vests, T-shirts, caps, hats, sweatshirts, coats, belts, socks, underwear, and shoes, also dresses, skirts, undergarments and leggings.	Filed: 9/21/1995 Registered: 12/14/1999	2300190	12/13/2009	Registered

*All dates are given as Month/Day/Year.

Exhibit B


GENERAL ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that X-large Licensing, LLC, a Delaware limited liability company ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, convey, assign and deliver to Kabushiki Kaisha B's International, a Japanese corporation ("Buyer") all of Seller's entire right, title and interest of every kind and character throughout the world, including moral rights, in and to the Trademark Applications and Registrations to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights; all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated with the Trademark Applications and Registrations (including, but not limited to the right to use freely certain works, namely, any and all works that were created by outside design companies or designers for the creation of graphic designs, etc. using or incorporating the X-large marks); all rights to causes of action and remedies related thereto (including without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademark Applications and Registrations (collectively, the "Transferred Trademarks").

This General Assignment and Bill of Sale ("Bill of Sale") is being delivered in connection with the Agreement and is subject to, and entitled to the benefits with respect to, the Agreement. This Bill of Sale shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns. This Bill of Sale and the performances hereunder shall be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law principles thereof.

IN WITNESS WHEREOF, Seller has caused its authorized representative to execute this Bill of Sale as of this 7 day of OCT, 2008.

X-Large Licensing, LLC,
a Delaware limited liability company

By: 
Title: PRESIDENT