

TRADEMARK ASSIGNMENT

Electronic 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
ILC TRADEMARK CORPORATION		06/22/2009	CORPORATION: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

Name:	AMERICAN BRAND HOLDINGS, LLC
Street Address:	594 Jersey Avenue, Unit C
City:	New Brunswick
State/Country:	NEW JERSEY
Postal Code:	08901
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	0779097	HANG TEN
Registration Number:	0808565	HANG TEN
Registration Number:	0811306	HANG TEN
Registration Number:	0877451	
Registration Number:	0982289	
Registration Number:	0982290	
Registration Number:	1033976	HANG TEN
Registration Number:	2220279	HANG TEN
Registration Number:	1107859	
Registration Number:	1107860	HANG TEN
Registration Number:	2205322	HANG TEN
Registration Number:	2205788	HANG TEN
Registration Number:	2205789	

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Registration Number:	3135267	
Serial Number:	77701916	
Serial Number:	77701940	HANG TEN

CORRESPONDENCE DATA

Fax Number: (914)723-4301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 914-723-4300
Email: rduff@lsllp.com
Correspondent Name: Renee L. Duff
Address Line 1: Lackenbach Siegel LLP
Address Line 2: One Chase Road
Address Line 4: Scarsdale, NEW YORK 10583

ATTORNEY DOCKET NUMBER:	AMEBR.GEN
NAME OF SUBMITTER:	Renee L. Duff
Signature:	/RLD/
Date:	06/29/2009

Total Attachments: 7
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UNITED STATES TRADEMARK ASSIGNMENT AGREEMENT

This United States Trademark Assignment Agreement is made between **ILC TRADEMARK CORPORATION**, a British Virgin Islands corporation ("Assignor"), and **AMERICAN BRAND HOLDINGS, LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks ("Trademarks") and trademark applications and registrations ("Registrations") identified on Schedule A attached hereto (collectively the "Trademark Rights");

WHEREAS, Assignor is party to a certain Agreement For The Sale And Purchase Of Trademarks dated as of May 23, 2008 (as amended), by and between Assignor and Assignee (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement and as of the Closing Date thereof as that term is defined in the Purchase Agreement, Assignor is obligated to, and as of the effective date hereof has transferred, all of Assignor's rights, title, and interest in and to the Trademark Rights, including the goodwill of the business symbolized by the Trademarks, to Assignee; and

WHEREAS, Assignor and Assignee are desirous of executing a document for the purposes of recording title in and to the aforesaid Trademarks and Registrations in the name of Assignee in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns all rights, title and interest of the Assignor in and to: (i) the Trademarks, together with all goodwill pertaining thereto, and including the hangten.com domain name and all applications, extensions and renewals of all the foregoing, and; (ii) the Registrations, including all Certificates of Registration duly and legally issued therefore; (iii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable with respect to the Trademark Rights; (iv) to the extent permitted by all applicable laws, all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of any Trademark Rights.

Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office to transfer all of the Trademark Rights of the Assignor to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this United States Trademark Assignment Agreement.

The parties hereto shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective

obligations under this United States Trademark Assignment Agreement, and Assignor shall: (a) furnish upon reasonable request to Assignee such further reasonably available information, including any reasonably available facts relating to the usage of the Trademarks known to Assignor; (b) testify upon reasonable request as to the same in any proceeding in the appropriate governmental office or in connection with any litigation involving the Trademarks, with any reasonable and necessary legal and travel expenses relating thereto to be paid by Assignee; (c) execute and deliver to Assignee such other documents (including, but not limited to, the execution of such documents to the extent necessary to evidence and effect recordation of the assignment of all of the Trademarks after the date hereof should recording of this United States Trademark Assignment Agreement require the execution or re-execution of any additional documents); and (d) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this United States Trademark Assignment Agreement and the transactions contemplated hereby.

All requests for information relating to the Trademarks shall be directed as follows, or to such other person as the party shall designate, in writing:

If to Assignor:

Kenneth Hung
ILC Trademark Corporation
c/o 8th Floor, International Commercial Building
No. 23 Section 1 Chang An East Road, Taipei, Taiwan

With a copy to:

Paul Epner
EPN Licensing LLC
17705 Jessie James Lane
Ramona, California 92065

If to Assignee:

Frederick Horowitz, President
American Brand Holdings, LLC
594 Jersey Avenue, Unit C
New Brunswick, New Jersey 08901

Assignor represents that it has the authority to make and enter into this United States Trademark Assignment Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this United States Trademark Assignment Agreement effective as of June 22, 2009.

ILC TRADEMARK CORPORATION

By: Kenneth Hung
Name: KENNETH HUNG
Title: DIRECTOR

AMERICAN BRAND HOLDINGS, LLC

By: _____
Frederick J. Horowitz
President

[SIGNATURE PAGE U.S. TMA ILC TO ABH]

IN WITNESS WHEREOF, the undersigned have executed this United States Trademark Assignment Agreement effective as of June 22, 2009.

ILC TRADEMARK CORPORATION

By: _____

Name: _____

Title: _____

AMERICAN BRAND HOLDINGS, LLC

By: _____

Frederick J. Horowitz
President

[SIGNATURE PAGE U.S. TMA ILC TO ABH]

EXHIBIT A

U.S. TRADEMARKS;
TRADEMARK APPLICATIONS AND REGISTRATIONS;

U.S. Trademarks

	Serial Number	Registration Number	Mark Particular	Int'l Class	Goods/Services Covered
1	72184491	0779097	HANG TEN	25	Garments for swimming, including bathing suits, jackets and shirts
2	72222181	0808565	HANG TEN	25	Sandals
3	72222050	0811306	HANG TEN	28	Surfboards
4	72294298	0877451	Double Foot Print Device	25	Bathing suits, jackets and shirts
5	72376936	0982289	Double Foot Print Device	25	Female attire, namely shirts, dresses, skirts, pants, shorts and jackets
6	72380706	0982290	Double Foot Print Device	25	Socks
7	73054947	1033976	HANG TEN & Double Foot Print Device	28	Skateboards
8	75361258	2220279	HANG TEN & Design	14	Jewelry, watches and clocks
9	73137799	1107859	Double Foot Print Device	09, 14, 16, 18, 24, 25	Sunglasses, jewelry, stationery products; tote and utility bags; towels and clothing
10	73137807	1107860	HANG TEN	09, 14, 16, 18, 24, 25	Sunglasses. Jewelry. Stationary products, namely paper, notebooks, binders and portfolios. Tote bags and utility bags, small leather goods, namely wallets, fobs, card and toiletry cases. Towels. Clothing namely, vests, overalls, jumpsuits, cover-ups or shifts for wear over bathing suits and the like. Lounge-wear, sleepwear, footwear,

	Serial Number	Registration Number	Mark Particular	Int'l Class	Goods/Services Covered
					hosiery, headwear, belts, wetsuits and hoods, gloves and boots for wetsuits, scarves, ties, jackets, and men's and boy's shirts, pants and shorts.
11	75338714	2205322	HANG TEN & double foot print device	25	Clothing, namely, tops/shirts, T-shirts, sweatshirts, sweatpants, sweaters, shorts, pants, slacks, jeans, dresses, skirts, jog warm-up suits, swim-wear, pajamas, underwear, hosiery, gloves, belts, coats, footwear, namely, beach footwear, athletic and casual footwear, headwear, namely, hats and caps.
12	75402692	2205788	HANG TEN	35	Retail stores featuring food, beverages, clothing and clothing accessories
13	75402693	2205789	Double Foot Print Device	35	Retail stores featuring food, beverage, clothing and clothing accessories
14	78595136	3135267	Double Foot Print Device	28	Skateboards, snowboards, water skis, waterboards, kneeboards, and bodyboards
15.	77701916		Double Footprint Logo	3	Cosmetic, toiletry, perfumery, fragrance and cleaning products
16.	77701940		HANG TEN	3	Cosmetic, toiletry, perfumery, fragrance and cleaning products

California Trademark

	Serial Number	Registration Number	Mark Particular	Int'l Class	Goods/Services Covered
1	98243	98243	HANG TEN	25	Clothing, namely top/shirts, sweatshirts, sweaters, vests, shorts, short sets, pants/slacks, pants sets, sweatpants, jeans, overalls, coveralls, catsuits, skirts, jumpers, dresses, jog/warm-up suits, swimwear, pajamas, nightgowns, robes,

	Serial Number	Registration Number	Mark Particular	Int'l Class	Goods/Services Covered
					underwear, hosiery, socks, scarfs, gloves and belts, active outdoor, namely, shells, jackets, and coats, skiwear, namely tops, bottoms and jackets, footwear, namely beach footwear and athletic/casual footwear, winter footwear, rubber boots and hiking boots, headwear, namely hats, caps and visors

Domain Name: hangten.com