

# 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
One Step Up, Ltd		08/24/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Tag The Apparel Group of New York		
Street Address:	15001 S. Figueroa Street		
City:	Gardena		
State/Country:	CALIFORNIA		
Postal Code:	90248		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3665810	CAMBRIDGE CLASSICS	
CORRESPONDENCE DATA			
Fax Number:	(212)725-2452		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2127252450		
Email:	email@casella-hespos.com		
Correspondent Name:	Gerald E. Hespos		
Address Line 1:	CASELLA & HESPOS LLP		
Address Line 2:	274 Madison Avenue - Suite 1703		
Address Line 4:	NEW YORK, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	CAMBRIDGE CLASSICS		
NAME OF SUBMITTER:	Gerald E. Hespos		
Signature:	/Gerald E. Hespos/		
Date:	08/28/2009		

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Total Attachments: 3

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**TRADEMARK**

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### Trademark Assignment

This Trademark Assignment ("Assignment"), effective as of August 24<sup>th</sup>, 2009 ("Effective Date"), is between One Step Up., Ltd., a New York corporation, located at 1412 Broadway, 3rd Floor, New York, NY 10018 ("Assignor") and Tag The Apparel Group of New York, a Delaware corporation, located at 15001 S. Figueroa Street, Gardena CA 90248 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks and trade names owned or used by Assignor in connection with its business as listed in Schedule A (collectively, the "Marks"); and

WHEREAS, Assignor agrees to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Marks, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, for the sum of twenty-five thousand dollars (\$25,000.00) and other fair and good consideration, Assignor, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks, the goodwill associated with the Marks, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Marks.

Assignor, as of the Effective Date, agrees to immediately cease using the Marks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, this Assignment shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without giving effect to principles of conflict of laws.

WHEREFORE, Assignor has duly executed this Trademark Assignment on the date indicated below.

By:  \_\_\_\_\_

Name: HARRY ADJMI

Title: PRESIDENT

Date: August 24<sup>th</sup> 2009

Schedule A

Mark

Registration No.

CAMBRIDGE CLASSICS

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