

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
Lollytogs, Ltd.		01/05/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Rim Rocka Athletics LLC		
Street Address:	34 West 33 Street, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77854902	RIM ROCKA	
Serial Number:	77900860	RIM ROCKA	
Registration Number:	2141568	RIM ROCKA	
Registration Number:	2444927	RIM ROCKA	
Registration Number:	2543268	RIM ROCKA	
Registration Number:	2259749	RIM ROCKA	
CORRESPONDENCE DATA			
Fax Number:	(212)425-5288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2124257200		
Email:	tmdocketny@kenyon.com		
Correspondent Name:	James E. Rosini		
Address Line 1:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	14171/1039		

OP \$165.00 77854902

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REEL: 004126 FRAME: 0365

NAME OF SUBMITTER:	James E. Rosini
Signature:	/JER/
Date:	01/07/2010
Total Attachments: 4 source=14171-1039 1-7-10#page1.tif source=14171-1039 1-7-10#page2.tif source=14171-1039 1-7-10#page3.tif source=14171-1039 1-7-10#page4.tif	

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

WHEREAS, LOLLYTOGS, LTD. DOING BUSINESS AS LT APPAREL GROUP, with its principal place of business at 100 West 33rd Street, Suite 1012, New York, New York (hereinafter, "Assignor"), owns all right title and interest in and to and has adopted and is using the trademarks listed below, registered in the United States Patent and Trademark Office; hereinafter, the "Marks"); and

WHEREAS, Rim Rocka Athletics LLC, with its principal place of business at 34 West 33rd Street, 8th Floor, New York, New York 10001 (hereinafter, "Assignee"), is desirous of acquiring the Marks and all of Assignor's right, title and interest in the Marks, plus the goodwill of the business in connection with which the Marks is used;

NOW, THEREFORE, on this 5th day of January, 2010, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Marks, if and as applicable (including, without limitation, any trademark applications and registrations and any and all intellectual property rights associated with the Marks), together with the goodwill of the business symbolized by the Marks and any and all claims and demands at law or in equity that Assignor now has or may hereafter acquire on account of any infringement of the Marks prior to the date hereof.

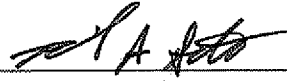
Assignor hereby represents, warrants, and covenants to Assignee as follows:

- (a) Assignor to hereby agrees to forever defend the transfer of the intellectual property rights transferred hereunder and title thereto, if and as applicable, unto Assignee, its successors and assigns, against every person whomsoever making any claim thereto, or to any part thereof.
- (b) The representations, warranties, covenants contained in the Asset Purchase Agreement dated as of the date hereof between Assignor and Assignee are incorporated herein by this reference.
- (c) Assignor hereby constitutes and appoints Assignee, its successors, and assigns, the true and lawful attorney and attorneys of Assignor, with full power of substitution, for it and in its name and stead, or otherwise, by or on behalf of and for the benefit of Assignor, its successors and assigns, upon prior notice to Assignor, to do all acts and things, as Assignee, its successors, and assigns, shall deem reasonably necessary or desirable to effectuate the transactions contemplated hereby.
- (d) Assignor agrees, for itself and its successors and assigns, for no additional consideration, to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers, assignments, instruments, and conveyances, for the better assigning, conveying and transferring unto Assignee, its successors and assigns, the intellectual property rights hereby assigned


transferred, and conveyed as Assignee, its successors and assigns, shall reasonably request

Assignor:

Date: JAN. 5, 2010

By: 
 Its: C.E.O.

Date: JAN 5, 2010

Assignee:
 By: 
 Its: PRES.

Trademarks Subject to Assignment (If and As Applicable)

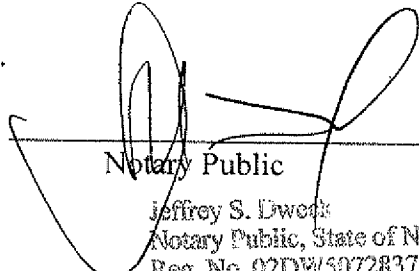
Trademark	Country	Application/Registration No.
RIM ROCKA	U.S.	77854902
RIM ROCKA and Design	U.S.	2444927
RIM ROCKA	U.S.	2543268
RIM ROCKA	U.S.	2141568
RIM ROCKA	U.S.	2259749
RIM ROCKA	U.S.	77900860
RIM ROCKA	Canada	101772000
RIM ROCKA	Mexico	646721
RIM ROCKA	Mexico	646723
RIM ROCKA	Mexico	646725
RIM ROCKA	Mexico	646722
RIM ROCKA	Mexico	646724
RIM ROCKA	Mexico	646121
RIM ROCKA	Mexico	646726

RIM ROCKA	Mexico	667076
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STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 5th day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD SATON, personally known to me or 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



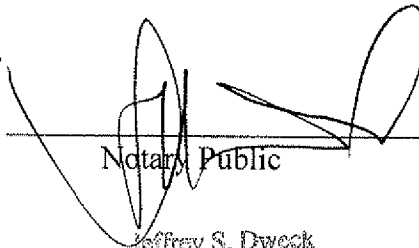
Notary Public
Jeffrey S. Dweck
Notary Public, State of New York
Reg. No. 02DW5072837
Qualified in Kings County
Commission Expires Feb. 10, 2011

[SEAL]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 5th day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared MAX M. MIRZAGHI, personally known to me or 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public
Jeffrey S. Dweck
Notary Public, State of New York
Reg. No. 02DW5072837
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