

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
Shalom International Corp.		10/18/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	United Legwear Company, L.L.C.		
Doing Business As:	DBA United Legwear		
Street Address:	48 West 38th Street		
City:	New York City		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2773014	MAKING FEET HAPPY	
CORRESPONDENCE DATA			
Fax Number:	(732)634-3511		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	732-634-3520		
Email:	jsutton@ezrasutton.com		
Correspondent Name:	Joseph Sutton		
Address Line 1:	900 U.S. Highway 9		
Address Line 2:	Suite 201		
Address Line 4:	Woodbridge, NEW JERSEY 07095		
ATTORNEY DOCKET NUMBER:	UNITED LEGWEAR 10.1-006		
NAME OF SUBMITTER:	Joseph Sutton		
Signature:	/Joseph Sutton/		

CH \$40.00 2773014

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TRADEMARK
REEL: 004150 FRAME: 0759

Date:

02/17/2010

Total Attachments: 4

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BILL OF SALE

This BILL OF SALE (this "Bill of Sale"), is dated as of October 18, 2007, between SHALOM INTERNATIONAL CORP., a New Jersey corporation ("Seller"), and UNITED LEGWEAR COMPANY, LLC, a Delaware limited liability company, ("Purchaser").

1. Upon the terms and subject to the conditions of the Acquisition Agreement, dated as of October 18, 2007, among Seller, Purchaser, Janed LLC and Isaac Ash (the "Acquisition Agreement"), for value received, Seller does hereby sell, assign, convey, transfer and deliver to the Purchaser, and Purchaser does hereby, upon the terms and subject to the conditions of the Acquisition Agreement, purchase and acquire from such Seller, and take assignment and delivery from such Seller of, all of such Seller's right, title and interest in, to and under the Purchased Assets.

2. This Bill of Sale shall be governed by and construed and enforced in accordance with the internal laws of the State of New York without giving effect to the principles of conflicts of law thereof.

3. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Bill of Sale may be amended, modified or supplemented only in a writing signed by Purchasers and Seller.

5. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Acquisition Agreement.

[Signature page follows]

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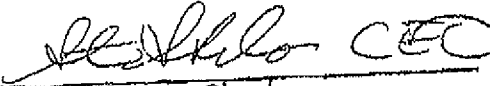
10/18/2007 10:52 FAX 212 302 2753
OCT-18-2007 15:56

SHALOM INTERNATIONAL
WACHTEL & MASYSR, LLP

005
1 212 371 0320 P.05

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative as of the day and year first above written.

SHALOM INTERNATIONAL CORP.

By:  CEO
Name: Steve Shalom
Title: C.E.O.

UNITED LEGWEAR COMPANY LLC

By: _____
Name:
Title:

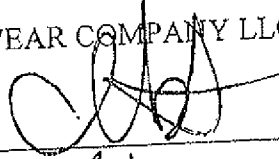
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative as of the day and year first above written.

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SHALOM INTERNATIONAL CORP.

By: _____
Name:
Title:

UNITED LEGWEAR COMPANY LLC

By:  _____
Name: Isaac Ash,
Title: President

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SCHEDULE 2.01(b)

INTELLECTUAL PROPERTY

All of Seller's right, title and interest in and to the following U.S. Trademark registrations in Class 25:

Ike's	Reg. #3002547	Class 25
Sox & Co.	Reg. #2079257	Class 25
Sox & Co.	Reg. #3025950	Class 25
The Ultimate Sock	Reg. #2418111	Class 25
United Legwear	Reg. #2409257	Class 25

Provided however Purchaser acknowledges and agrees that such right, title and interest is being conveyed by Seller without any representations or warranties in connection with the use of such Trademarks on any products, other than in connection with those specific products currently (as of the date of the execution of this Agreement) being manufactured and sold in the United States by Seller's UL Division.

In addition, notwithstanding anything to the contrary that may be contained in the Acquisition Agreement, Seller also transfers and conveys whatever right, title and interest, if any, that it may have, on an "as is" basis, to the following trademarks, without any representations or warranties whatsoever concerning the ownership or past, present and future use thereof:

"Fun Sox".

"Making Feet Happy". Reg. # 2,773,014

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