

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
United Legwear Company, LLC		02/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	United Leg Wear Company, LLC		
Doing Business As:	DBA United Leg Wear		
Street Address:	48 West 38th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2938089	SOCK-O-RAMA	
Registration Number:	2876577	FOOT SWEATERS	
Registration Number:	2456447	SOCK SCENE	
CORRESPONDENCE DATA			
Fax Number:	(973)667-1200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-667-6000 (X225)		
Email:	mstewart@carusopope.com		
Correspondent Name:	Michael T. Stewart, Esq.		
Address Line 1:	60 Route 46 East		
Address Line 4:	Fairfield, NEW JERSEY 07006		
ATTORNEY DOCKET NUMBER:	UNITED LEGWEAR		
NAME OF SUBMITTER:	Michael T. Stewart		

OP \$90.00 2938089

900155536

TRADEMARK
REEL: 004155 FRAME: 0166

Signature:	/Michael T. Stewart/
Date:	02/24/2010
Total Attachments: 4 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is executed on January 19, 2010 and effective as of January 31, 2010 between the following two parties.

The Assignor: **LEG SCENE, LTD.**

Legal Address: 1350 Broadway, New York, NY 10018

The Assignee: **UNITED LEGWEAR COMPANY, LLC**

Legal Address: 48 West 38th Street, New York, NY 10018

WHEREAS, the Assignor is a New York corporation and owns the trademarks identified in Appendix 1 (the "Trademarks") free and clear of all liens, claims and encumbrances;

WHEREAS, the Assignee is a New York limited liability company; and

WHEREAS, the Assignor agrees to assign the Trademarks to the Assignee and the Assignee agrees to accept the assignment of the Trademarks.

NOW, THEREFORE, in exchange of good and valuable consideration, the nature, sufficiency and receipt whereof being expressly acknowledged, the parties hereto agree as follows:

1. Transfer of Trademarks

The Assignor agrees to change the registered owner of the Trademarks into the Assignee and the Assignee agrees to accept the change of the registered owner of the Trademarks. The Assignee shall pay the Assignor the amount of US \$1.00 for the Trademarks transferred hereunder.

2. Registration Fees

The registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 the Assignor is a limited liability company duly registered, organized and validly existing under the laws of the State of New York.

3.1.2 the Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.

3.1.3 the Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and

government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.1.4 once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

3.1.5 the Assignor will not engage in any action that will be detrimental to the validity of the Trademarks after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is a limited liability company duly registered, organized, and validly existing under the laws of the State of New York.

3.2.2 The Assignee has taken necessary steps and obtained full authority and all consents and approvals necessary to execute and perform this Agreement.

3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

4. Effective Date and Term

This Agreement shall be effective as of January 31, 2010.

5. Settlement of Disputes

The parties shall settle any dispute arising from the interpretation or performance through friendly consultation within 30 days after one party asks for consultation. In case no settlement can be reached through consultation, each party agrees to the exclusive jurisdiction of the state and federal courts of located in the city, county and state of New York for the resolution of the construction of any of the terms hereof or any issue relating or referring to this Agreement.

6. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the State of New York, exclusive of its conflicts of laws principles.

7. Amendment and Supplement

Any amendment or supplement to this Agreement shall be effective only in accordance with a written agreement duly executed by both parties.

8. Severability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or

unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

9. Appendices

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

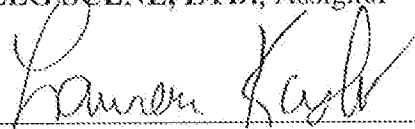
10. Miscellaneous

The parties shall, upon demand, execute such other documents reasonably requested to effectuate the transactions contemplated hereby.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed on their behalf by a duly authorized representative as of the date first set forth above.

LEG SCENE, LTD., Assignor

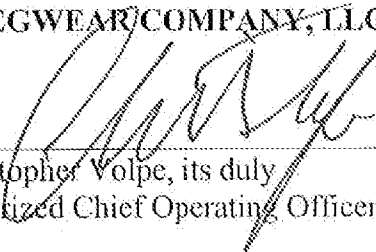
By:



Lawrence Kaslow, its duly authorized President

UNITED LEGWEAR COMPANY, LLC, Assignee

By:



Christopher Volpe, its duly authorized Chief Operating Officer

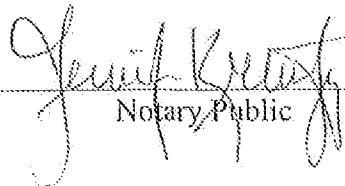
STATE OF NEW YORK)

)ss:

COUNTY OF Suffolk)

I CERTIFY that on January 19, 2010, **Lawrence Kaslow** and **Christopher Volpe** personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- a. was the maker of the attached instrument; and,
- b. executed this instrument as his or her own act.



Notary Public

JENNIFER KREUTZBERG
Notary Public, State of New York
No. 01KR6206809
Qualified in Suffolk County
Commission Expires May 26, 2013

APPENDIX 1

Trademarks

1. Sock-O-Rama - Trademark Registration No. 2938089
2. Foot Sweaters - Trademark Registration No. 2876577
3. Sock Scene - Trademark Registration No. 2456447