TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Era Cap Co., Inc.		01/27/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Manufacturers and traders Trust Company
Street Address:	One Fountain Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	banking corporation: NEW YORK

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	77641482	29TWENTY
Serial Number:	77641527	39THIRTY
Serial Number:	77641535	49FORTY
Serial Number:	75860932	59FIFTY
Serial Number:	78723267	59FIFTY
Serial Number:	76655268	CAP DAY
Serial Number:	76594966	CONCEALER
Serial Number:	77626570	CYCLE DRY
Serial Number:	76636970	
Serial Number:	77594242	EK
Serial Number:	76628059	
Serial Number:	76628060	BY NEW ERA
Serial Number:	78777309	FIT FOR THE STREETS TOUR
Serial Number:	78773300	FIT TEAM

CH $1015.00 77641482

Serial Number:	78884835	HOME OF THE TRUE FITTED
Serial Number:	76630180	
Serial Number:	75860903	NE
Serial Number:	76648431	NE
Serial Number:	77866190	NE
Serial Number:	77631360	NE NEW ERA
Serial Number:	76648430	NE NEW ERA 59FIFTY ORIGINATORS OF THE TRUE FITTED NEWERACAP.COM ORIGINATORS OF THE TRUE FITTED NEWERACAP.COM ORIGINATORS OF THE TRUE FITTED NEWERACAP.COM
Serial Number:	78788346	NE OFFICIAL CAP OF THE WORLD
Serial Number:	76231791	NEW ERA
Serial Number:	77866188	NEW ERA
Serial Number:	78723246	NEW ERA
Serial Number:	78740975	NEW ERA
Serial Number:	74450431	NEW ERA
Serial Number:	74707965	NEW ERA
Serial Number:	75859769	NEW ERA
Serial Number:	75868748	NEW ERA CAP
Serial Number:	76623247	NEW ERA FITS
Serial Number:	76639481	NEW ERA RECAP
Serial Number:	76639480	NEW ERA RECAP RENEW · RESHAPE · RESTORE
Serial Number:	76623246	ORIGINATORS OF THE TRUE FITTED
Serial Number:	78820727	PAINT WITH THREAD
Serial Number:	78767547	PRO FIT
Serial Number:	76639482	RENEW RESHAPE RESTORE
Serial Number:	76655267	STYLE SINCE 1920
Serial Number:	76588638	THE VIER
Serial Number:	77866196	TOP PICK SPORTSWEAR

CORRESPONDENCE DATA

Fax Number: (585)263-1600

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (585) 263-1000

Email: kwalsh@nixonpeabody.com

Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP

Address Line 1: 1100 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	082205-000058
NAME OF SUBMITTER:	Kristen M. Walsh
Signature:	/kristenmwalsh/
Date:	03/03/2010

Total Attachments: 22
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT, dated as of January 27, 2010, is made by and between **NEW ERA CAP CO., INC.**, a New York corporation having a business location at the address set forth below next to its signature (the "Borrower"), and Manufacturers and Traders Trust Company, a New York banking corporation, having a business location at the address set forth below next to its signature (together with its successors and assigns, the "Secured Party").

Recitals

WHEREAS, the Borrower has delivered to the Secured Party an Amended and Restated General Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Security Agreement"); and

WHEREAS, as a condition to extending credit to or for the account of the Borrower, the Secured Party has required the execution and delivery of this Agreement by the Borrower.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Credit Agreement dated as of the date hereof to which Borrower and Secured Party, with others, are parties (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), in the Loan Documents (as defined in such Credit Agreement) and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, domestic and foreign, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Borrower's right, title and interest in and to: (i) trademarks, service marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, domestic and foreign, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a

TRADEMARK
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security interest in substantially all of the personal property of the Borrower. In addition, the Borrower has executed in blank and delivered to the Secured Party an Assignment of Patents and Trademarks in substantially the form of Exhibit C hereto (the "Assignment of Patents and Trademarks"). The Borrower hereby authorizes the Secured Party to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Patents and Trademarks solely upon the occurrence and during the continuance of an Event of Default.

3. Representations, Warranties and Covenants. The Borrower represents, warrants and covenants as follows:

(a) Existence; Authority. The Borrower is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary action on the part of the Borrower.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Borrower as of the date hereof, or to which the Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Borrower shall within 90 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement. The Borrower authorizes the Secured Party to modify this Agreement and the Assignment of Patents and Trademarks and the annex thereto, without the necessity of the Borrower's further approval or signature, solely to amend Exhibit A hereto and to the Annex to include any future or other Patents and to file such amendments with the United States Patent and Trademark Office.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of such Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, the Borrower owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement. The Borrower authorizes the Secured Party to modify this Agreement and the Assignment of Patents and Trademarks and the annex thereto, without the necessity of the Borrower's further approval or signature, solely to amend Exhibit B hereto and to the Annex to include any future or other Trademarks and to file such amendments with the United States Patent and Trademark Office.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to

have assigned to it any such items, then the Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. The Borrower has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens, other than Permitted Liens. The Borrower (i) will have, at the time the Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens, other than Permitted Liens and (ii) will keep all Patents and Trademarks free and clear of all Liens, other than Permitted Liens.

(f) No Sale. Except as permitted in the Security Agreement, the Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) Defense. The Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens, provided, however, that nothing in this subsection (g) shall prevent the Borrower from forbearing from any such prosecution or defense if such action is, in the Borrower's judgment, desirable in the conduct of the Borrower's business and not disadvantageous in any material respect to the Secured Party.

(h) Maintenance. The Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable, provided, however, that nothing in this subsection (h) shall prevent the Borrower from discontinuing the maintenance of any of its Patents or Trademarks if such discontinuance is, in the Borrower's judgment, desirable in the conduct of the Borrower's business and not disadvantageous in any material respect to the Secured Party.

(i) Secured Party's Right to Take Action. If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of fifteen (15) Business Days after the Secured Party gives the Borrower written notice thereof, or if the Borrower notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at the Secured Party's option, in the Secured Party's own name)

and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment. Notwithstanding the foregoing, if the Borrower has determined in its judgment to discontinue or not prosecute any Patent or Trademark and has so notified the Secured Party in writing, then the Borrower will not be obligated to reimburse the Secured Party for any costs incurred under this Section (i) in relation to such Patent or Trademark.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Interest Rate.

(k) Power of Attorney. To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for the Secured Party, after and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Security Agreement and the indefeasible payment and performance of all Obligations.

4. Borrower's Use of the Patents and Trademarks. The Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Security Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it, after the expiration of any applicable cure periods; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Security Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Security Agreement. The Secured Party shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to the Secured Party, and the Borrower waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A copy of this Agreement shall have the same force and effect as the original and may be admitted into evidence as an original. This Agreement shall be governed by the laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

New Era Cap Co., Inc.
160 Delaware Avenue
Buffalo, New York 14202
Telecopier: _____
Attention: _____

NEW ERA CAP CO., INC.

By _____
Name: Raymond L. Barry
Title: Secretary

Manufacturers and Traders Trust Company
One Fountain Plaza
Buffalo, New York 14203
Telecopier: 716-848-7318
Attention: Mark E. Hoffman, Vice President

MANUFACTURERS AND TRADERS TRUST COMPANY

By _____
Name:
Title

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

New Era Cap Co., Inc.
160 Delaware Avenue
Buffalo, New York 14202
Telecopier: _____
Attention: _____

NEW ERA CAP CO., INC.

By _____
Name:
Title:

Manufacturers and Traders Trust Company
One Fountain Plaza
Buffalo, New York 14203
Telecopier: 716-848-7318
Attention: Mark E. Hoffman, Vice President

MANUFACTURERS AND TRADERS TRUST COMPANY

By _____
Name: MARK E. HOFFMAN
Title VICE PRESIDENT

12823244

STATE OF NEW YORK)
) SS.:
COUNTY OF ERIE)

On the 27th day of January, in the year 2010 before me, the undersigned, personally appeared Raymond Bary, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lorrie K. Turner
Notary Public

LORRIE K. TURNER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires July 7, 2011

12823244

STATE OF NEW YORK)
) SS.:
COUNTY OF ERIE)

On the 27 day of January, in the year 2010 before me, the undersigned, personally appeared Mark Hyman personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mary Lisa Godert
Notary Public

MARY LISA GODERT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires June 30, 2010

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EXHIBIT A

UNITED STATES PATENTS AND PATENT APPLICATIONS

Docket Number/Subcase Country name	Case Type	Application Number/Date	Patent Number/Date	Status Expiration Date
09341/ United States of America	DES *Owner Name:* *Client Matter:* *Agent Name:* *Title:*	29/243,929 01-Dec-2005 New Era Cap Co., Inc. Design for a Hat	D539,514 03-Apr-2007 *Attorney(s):* *Client Matter Ref:* *Agent Ref:*	Granted 03-Apr-2021 R-R
09421/ United States of America	DES *Owner Name:* *Client Matter:* *Agent Name:* *Title:*	29/244,783 14-Dec-2005 New Era Cap Co., Inc. Design for a Cap Carrier	D544,206 S 12-Jun-2007 *Attorney(s):* *Client Matter Ref:* *Agent Ref:*	Granted 12-Jun-2021 R-R
09422/ United States of America	DES *Owner Name:* *Client Matter:* *Agent Name:* *Title:*	29/244,784 14-Dec-2005 New Era Cap Co., Inc. Multi-Cap Carrier	D544,207 S 12-Jun-2007 *Attorney(s):* *Client Matter Ref:* *Agent Ref:*	Granted 12-Jun-2021 R-R
09652/ United States of America	DES *Owner Name:* *Client Matter:* *Agent Name:* *Title:*	29/314,470 03-Apr-2009 New Era Cap Co., Inc. Cap Cover	*Attorney(s):* *Client Matter Ref:* *Agent Ref:*	Pending R-R
09653/ United States of America	DES *Owner Name:* *Client Matter:* *Agent Name:* *Title:*	29/314,477 03-Apr-2009 New Era Cap Co., Inc. Cap Hood	*Attorney(s):* *Client Matter Ref:* *Agent Ref:*	Pending R-R

EXHIBIT B

UNITED STATES TRADEMARKS AND SERVICE MARKS

REGISTRATIONS AND PENDING APPLICATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date
29TWENTY	77/641,482	December 30, 2008		
39THIRTY	77/641,527	December 30, 2008	3,717,758	December 1, 2009
49FORTY	77/641,535	December 30, 2008		
59FIFTY	75/860,932	December 1, 1999	2,421,160	January 16, 2001
59FIFTY	78/723,267	September 29, 2005		
CAP DAY	76/655,268	February 16, 2006		
CONCEALER	76/594,966	June 1, 2004	3,083,289	April 18, 2006
CYCLE DRY	77/626,570	December 11, 2008		
Dog Tag Design	76/636,970	April 26, 2005		
EK	77/594,242	October 16, 2008		
EK (and Design)	76/628,059	January 18, 2005	3,256,812	June 26, 2007

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Trademark	Application Number	Application Date	Registration Number	Registration Date
EK BY NEW ERA (and Design)	76/628,060	January 18, 2005	3,298,501	September 25, 2007
FIT FOR THE STREETS TOUR	78/777,309	December 20, 2005		
FIT TEAM	78/773,300	December 14, 2005		
HOME OF THE TRUE FITTED	78/884,835	May 16, 2006		
Miscellaneous Design	76/630,180	February 1, 2005	3,275,843	August 7, 2007
NE (and Design)	75/860,903	December 1, 1999	2,535,462	February 5, 2002
NE (and Design)	76/648,431	October 13, 2005		
NE (and Design)	77/866,190	November 5, 2009		

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Trademark	Application Number	Application Date	Registration Number	Registration Date
NE NEW ERA (and Design)	77/631,360	December 11, 2008		
NE NEW ERA 59FIFTY ORIGINATORS OF THE TRUE FITTED NEWERACAP.COM (and Design)	76/648,430	October 13, 2005	3,122,529	August 1, 2006
NE OFFICIAL CAP OF THE WORLD (and Design)	78/788,346	January 10, 2006		
NEW ERA	76/231,791	March 29, 2001	2,584,973	June 25, 2002
NEW ERA	77/866,188	November 5, 2009		
NEW ERA	78/723,246	September 29, 2005		
NEW ERA	78/740,975	October 26, 2005		
NEW ERA (and Design)	74/450,431	October 25, 1993	2,031,348	January 21, 1997
NEW ERA (and Design)	74/707,965	July 31, 1995	2,017,209	November 19, 1996

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Trademark	Application Number	Application Date	Registration Number	Registration Date
NEW ERA (and Design)	75/859,769	December 1, 1999	2,434,957	March 13, 2001
NEW ERA CAP	75/868,748	December 11, 1999	2,550,756	March 19, 2002
NEW ERA FITS	76/623,247	December 6, 2004	3,595,192	March 24, 2009
NEW ERA RECAP	76/639,481	May 25, 2005		
NEW ERA RECAP RENEW · RESHAPE · RESTORE (and Design)	76/639,480	May 25, 2005		
ORIGINATORS OF THE TRUE FITTED	76/623,246	December 6, 2004	3,102,358	June 6, 2006
PAINT WITH THREAD	78/820,727	February 22, 2006		
PRO FIT	78/767,547	December 6, 2005		
RENEW RESHAPE RESTORE	76/639,482	May 25, 2005		
STYLE SINCE 1920	76/655,267	February 16, 2006		
THE VIER	76/588,638	April 26, 2004	3,112,414	July 4, 2006
TOP PICK SPORTSWEAR	77/866,196	November 5, 2009		

Trademark Registration in Puerto Rico

Trademark	Application Number	Application Date	Registration Number	Registration Date
NEW ERA FITS			64421	January 18, 2005

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EXHIBIT C

ASSIGNMENT OF PATENTS AND TRADEMARKS

WHEREAS, New Era Cap Co., Inc., a corporation organized and existing under the laws of the State of New York, having a place of business at 160 Delaware Avenue, Buffalo, New York 14202 (the "Borrower"), owns the patents, trademarks and service marks (the "Patents and Marks") identified on the Annex hereto, and is the owner of the patents, patent applications, registrations of and pending registration applications for such patents and trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, MANUFACTURERS AND TRADERS TRUST COMPANY, having a place of business at One M&T Plaza, Buffalo, New York 14203 (together with its successors and assigns, the "Assignee"), is desirous of acquiring the Patents and Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents and Marks, together with (i) the patents, patent applications, registrations of and registration applications for the Patents and Marks, (ii) the goodwill of the business symbolized by and associated with the Patents and Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents and Marks or the registrations thereof or such associated goodwill.

IN WITNESS WHEREOF, the Borrower, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 20__.

New Era Cap Co., Inc.

By:_____
Name:
Title:

The foregoing assignment of the Patents and Marks and the patents, patent applications, registrations thereof and registration applications therefor by the Borrower to the Assignee is hereby accepted as of the ____ day of _____, 20__.

MANUFACTURERS AND TRADERS TRUST COMPANY

By:_____
Name:
Title:

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ANNEX

UNITED STATES PATENTS AND PATENT APPLICATIONS

Docket Number/Subcase Country name	Case Type	Application Number/Date	Patent Number/Date	Status Expiration Date
09341/ United States of America	DES *Owner Name:* *Client Matter:* *Agent Name:* *Title:*	29/243,929 01-Dec-2005 New Era Cap Co., Inc. Design for a Hat	D539,514 03-Apr-2007 *Attorney(s):* *Client Matter Ref:* *Agent Ref:*	Granted 03-Apr-2021 R-R
09421/ United States of America	DES *Owner Name:* *Client Matter:* *Agent Name:* *Title:*	29/244,783 14-Dec-2005 New Era Cap Co., Inc. Design for a Cap Carrier	D544,206 S 12-Jun-2007 *Attorney(s):* *Client Matter Ref:* *Agent Ref:*	Granted 12-Jun-2021 R-R
09422/ United States of America	DES *Owner Name:* *Client Matter:* *Agent Name:* *Title:*	29/244,784 14-Dec-2005 New Era Cap Co., Inc. Multi-Cap Carrier	D544,207 S 12-Jun-2007 *Attorney(s):* *Client Matter Ref:* *Agent Ref:*	Granted 12-Jun-2021 R-R
09652/ United States of America	DES *Owner Name:* *Client Matter:* *Agent Name:* *Title:*	29/314,470 03-Apr-2009 New Era Cap Co., Inc. Cap Cover	*Attorney(s):* *Client Matter Ref:* *Agent Ref:*	Pending R-R
09653/ United States of America	DES *Owner Name:* *Client Matter:* *Agent Name:* *Title:*	29/314,477 03-Apr-2009 New Era Cap Co., Inc. Cap Hood	*Attorney(s):* *Client Matter Ref:* *Agent Ref:*	Pending R-R

UNITED STATES TRADEMARKS AND SERVICE MARKS

REGISTRATIONS AND PENDING APPLICATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date
29TWENTY	77/641,482	December 30, 2008		
39THIRTY	77/641,527	December 30, 2008	3,717,758	December 1, 2009
49FORTY	77/641,535	December 30, 2008		
59FIFTY	75/860,932	December 1, 1999	2,421,160	January 16, 2001
59FIFTY	78/723,267	September 29, 2005		
CAP DAY	76/655,268	February 16, 2006		
CONCEALER	76/594,966	June 1, 2004	3,083,289	April 18, 2006
CYCLE DRY	77/626,570	December 11, 2008		
Dog Tag Design	76/636,970	April 26, 2005		
EK	77/594,242	October 16, 2008		
EK (and Design)	76/628,059	January 18, 2005	3,256,812	June 26, 2007

Trademark	Application Number	Application Date	Registration Number	Registration Date
EK BY NEW ERA (and Design)	76/628,060	January 18, 2005	3,298,501	September 25, 2007
FIT FOR THE STREETS TOUR	78/777,309	December 20, 2005		
FIT TEAM	78/773,300	December 14, 2005		
HOME OF THE TRUE FITTED	78/884,835	May 16, 2006		
Miscellaneous Design	76/630,180	February 1, 2005	3,275,843	August 7, 2007
NE (and Design)	75/860,903	December 1, 1999	2,535,462	February 5, 2002
NE (and Design)	76/648,431	October 13, 2005		
NE (and Design)	77/866,190	November 5, 2009		

Trademark	Application Number	Application Date	Registration Number	Registration Date
NE NEW ERA (and Design)	77/631,360	December 11, 2008		
NE NEW ERA 59FIFTY ORIGINATORS OF THE TRUE FITTED NEWERACAP.COM (and Design)	76/648,430	October 13, 2005	3,122,529	August 1, 2006
NE OFFICIAL CAP OF THE WORLD (and Design)	78/788,346	January 10, 2006		
NEW ERA	76/231,791	March 29, 2001	2,584,973	June 25, 2002
NEW ERA	77/866,188	November 5, 2009		
NEW ERA	78/723,246	September 29, 2005		
NEW ERA	78/740,975	October 26, 2005		
NEW ERA (and Design)	74/450,431	October 25, 1993	2,031,348	January 21, 1997
NEW ERA (and Design)	74/707,965	July 31, 1995	2,017,209	November 19, 1996

Trademark	Application Number	Application Date	Registration Number	Registration Date
NEW ERA (and Design)	75/859,769	December 1, 1999	2,434,957	March 13, 2001
NEW ERA CAP	75/868,748	December 11, 1999	2,550,756	March 19, 2002
NEW ERA FITS	76/623,247	December 6, 2004	3,595,192	March 24, 2009
NEW ERA RECAP	76/639,481	May 25, 2005		
NEW ERA RECAP RENEW · RESHAPE · RESTORE (and Design)	76/639,480	May 25, 2005		
ORIGINATORS OF THE TRUE FITTED	76/623,246	December 6, 2004	3,102,358	June 6, 2006
PAINT WITH THREAD	78/820,727	February 22, 2006		
PRO FIT	78/767,547	December 6, 2005		
RENEW RESHAPE RESTORE	76/639,482	May 25, 2005		
STYLE SINCE 1920	76/655,267	February 16, 2006		
THE VIER	76/588,638	April 26, 2004	3,112,414	July 4, 2006
TOP PICK SPORTSWEAR	77/866,196	November 5, 2009		

Trademark Registration in Puerto Rico

Trademark	Application Number	Application Date	Registration Number	Registration Date
NEW ERA FITS			64421	January 18, 2005