

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Alpha Garment, Inc. | | 04/30/2010 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Brand Resource, Ltd. | | |
| Street Address: | 1385 Broadway | | |
| Internal Address: | 18th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | CORPORATION: NEW YORK | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78479771 | Z CO. | |
| Serial Number: | 77321338 | Z CO. | |
| Serial Number: | 77168984 | Z CO. | |
| Serial Number: | 77479249 | Z CO. | |
| Serial Number: | 77181447 | Z CO. GIRL | |
| Serial Number: | 77612294 | BRAVERY RESPECT HONOR LOYALTY WISDOM | |
| Serial Number: | 77797935 | | |
| Serial Number: | 77295370 | T5 | |
| Serial Number: | 77005424 | TOKYO 5 | |
| Serial Number: | 77736313 | TOKYO FIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)336-8001 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |

CH \$265.00 78479771

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Correspondent Name: Chester Rothstein, Esq.
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Address Line 2: 90 Park Avenue
Address Line 4: New York, NEW YORK 10016

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 44641-0004 |
| NAME OF SUBMITTER: | Chester Rothstein |
| Signature: | /Chester Rothstein/ |
| Date: | 05/04/2010 |

Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into effective as of 4/30/10 (the "Effective Date") by and between Alpha Garment, Inc., a corporation organized and existing under the laws of the State of New York, having a principal place of business at 1385 Broadway, 5th Floor, New York NY 10018, ("Assignor"), on the one hand; and Brand Resource, Ltd., a corporation organized and existing under the laws of the State of New York, having a principal place of business at 1385 Broadway, 18th Floor, New York NY 10018 ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of all right, title and interest to the trademarks, service marks, and trade names shown in Schedule I attached to this Trademark Assignment, which is incorporated by reference and made a part hereof (collectively and individually, the "Marks"); and all of the US and worldwide applications and registrations shown on the attached Schedule I, which is herein incorporated by reference and made a part hereof (the "Applications/Registrations"); and

WHEREAS, Assignor intends to assign the Marks, the goodwill, and the Applications/Registrations to Assignee.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers forever, free and clear of all liens and encumbrances, to Assignee and its successors and assigns, all right, title, and interest in and to the Marks, together with the goodwill of the Mark and the goodwill of the business appertaining thereto and/or symbolized thereby, and the Applications/Registrations, and all income, royalties, damages and payments now or hereafter due or payable in respect to the same, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the same; and

To the extent this Trademark Assignment concerns and/or involves marks that are the subject of Intent-To-Use applications under Section 1(b) of the U.S. Trademark Act, 15 U.S.C. Section 1051(b), for which Statements of Use have not yet been filed in the U.S. Patent and Trademark Office, this Trademark Assignment is to a successor to the business of the Assignor or to a successor to the segment and/or portion of the Assignor's business to which such marks specifically pertain.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed in its corporate name by its duly authorized Officer, effective as of the Effective Date first written above.

ALPHA GARMENT, INC.

By 
Assad Jebara
President

SCHEDULE I

[Alpha Garment, Inc. to Brand Resource, Ltd.]

| Country | Trademark | (Application No.) Registration No. | Filing Date | Registration Date |
|---------|---|---------------------------------------|-------------|-------------------|
| USA | Z CO. | (78479771) 3386230 | 07 Sep 2004 | 19 Feb 2008 |
| USA | Z CO. | (77321338) | 05 Nov 2007 | |
| USA | Z CO. | (77168984) | 30 Apr 2007 | |
| USA | Z CO. | (77479249) | 20 May 2008 | |
| USA | Z CO. GIRL | (77181447) | 15 May 2007 | |
| USA | BRAVERY RESPECT HONOR LOYALTY WISDOM | (77612294) | 11 Nov 2008 | |
| USA | MISC. DESIGN [Devil Head] | (77797935) | 05 Aug 2009 | |
| USA | T5 | (77295370) 3648259 | 03 Oct 2007 | 30 Jun 2009 |
| USA | TOKYO 5 | (77005424) 3771950 | 22 Sep 2006 | 06 Apr 2010 |
| USA | TOKYO 5 AND DESIGN | (77736313) | 13 May 2009 | |
| CTM | Z CO. | (005186648) 005186648 | 14 Jun 2006 | 14 Jun 2007 |