

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FCC, LLC d/b/a First Capital		12/01/2008	LTD LIAB JT ST CO: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	OTB Brand Worldwide, Ltd.
<b>Street Address:</b>	501 Seventh Avenue
<b>Internal Address:</b>	Suite 1609
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	75901935	OTB ONE TOUGH BRAND
Serial Number:	75939805	OTB
Serial Number:	75981376	ONE TUFF BABE
Serial Number:	75982863	OTB ONE TUFF BABE
Serial Number:	76004025	OTB
Serial Number:	76004026	OTB
Serial Number:	76131013	OTB
Serial Number:	76581784	OTB JEANSWEAR
Serial Number:	76582294	OTB
Serial Number:	77220375	OTB
Serial Number:	77222341	OTB
Serial Number:	77227757	OTB
Serial Number:	78881403	LEVERAGE

OP \$340.00 75901935

CORRESPONDENCE DATA

Fax Number: (914)251-0969  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9142510001  
Email: slarrabee@lanesash.com  
Correspondent Name: Susan B. Larrabee  
Address Line 1: 106 Corporate Park Drive  
Address Line 2: Suite 110  
Address Line 4: White Plains, NEW YORK 10604

NAME OF SUBMITTER:	Susan Larrabee
Signature:	/susanlarrabee/
Date:	07/06/2010

Total Attachments: 9  
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## SECURED PARTY BILL OF SALE

This Secured Party Bill of Sale is made as of December 1, 2008 (the "Closing Date") by and between, FCC, LLC d/b/a/First Capital, having an office at 565 Fifth Avenue, 19<sup>th</sup> Floor, New York, New York 10017 in its sole and limited capacity as Lender ("FCC") and OTB Brand Worldwide, Ltd. a Delaware corporation, with offices at 501 7<sup>th</sup> Avenue, Suite 1609, New York, New York 10018 ("Buyer").

### RECITALS

WHEREAS, pursuant to a certain Factoring Agreement dated as of December 19, 2007, (the "Factoring Agreement"), by and between Mobile Eight Apparel Corp. ("Mobile 8") and FCC, and certain related security and other documents executed in connection therewith (collectively, the "Factoring Documents"), FCC was granted a perfected first priority security interest in and to substantially all of the personal tangible and intangible personal property of the Debtor including accounts, contract rights, documents, instruments, chattel paper ("Accounts"); general intangibles, including, but not limited to, customer purchase orders, purchase orders with foreign vendors, vendor numbers (collectively "General Intangibles"); intellectual property including trade names, trade styles ("Intellectual Property"); inventory, including raw materials, work-in-process, samples and finished goods (collectively "Inventory"); furniture, fixtures and equipment ("FF&E"); investment property, the books and records pertaining to the foregoing and the products and proceeds thereof and other collateral as described in the Factoring Documents (collectively, the "Collateral"); and

WHEREAS, the debts and obligations due by Mobile 8 to FCC are guaranteed by L.S.V. Worldwide, Ltd. ("LSV" or "Guarantor"); LSV owns the worldwide patent and registrations for the OTB Trademarks and the books and records pertaining thereto (the "Trademarks") identified in the Schedule annexed hereto as Exhibit "A"; hereinafter Mobile 8 and LSV shall be collectively referred to as the "Debtors"; and

WHEREAS, Mobile 8 is in default of its obligations (the "Obligations") under the Factoring Documents, and the Debtors, pursuant to a Peaceful Possession Letter dated as of December 1, 2008, and, in accordance with Section 9-624 of the Uniform Commercial Code as adopted by the State of New York (the "UCC"), have waived all of their rights to notification under Section 9-611 of the UCC as to the sale or other disposition by FCC of the Collateral and the Trademarks (the "Transferred Property") under Section 9-620 of the UCC regarding acceptance of the Transferred Property in discharge of the Obligations, and under Section 9-623 of the UCC regarding Debtors' right to redeem the Transferred Property, and they have expressly consented to the secured party private sale of the Trademark as contemplated herein; and

WHEREAS, LSV has consented to transfer its interest in and to the Trademark to FCC in satisfaction of LSV's guaranty, so that FCC may sell LSV's interest in the Trademark to Buyer and apply the proceeds of sale thereof in reduction of the Obligations; and

WHEREAS, pursuant to an Asset Purchase Agreement entered into between FCC, Buyer and PCI Apparel Corp. as of December 1, 2008 (the "Asset Purchase Agreement"), FCC has agreed to sell, assign and transfer to Buyer, LSV's right, title and interest in and to the Trademark and Buyer wishes to accept such sale, assignment and transfer, in a private sale, for the purchase price set forth in the Asset Purchase Agreement and upon the terms and conditions contained therein (the "Purchase Price");

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein, and of the mutual promises and covenants contained herein, and the Purchase Price, the sufficiency of which is hereby acknowledged:

FCC in its capacity as guaranteed party in possession, hereby sells, transfers and conveys to the Buyer all of the right, title and interest of Guarantor in and to the Trademark on the terms and conditions and accordance with the instructions set forth in this Bill of Sale (the "Bill of Sale")

TO HAVE AND TO HOLD the Trademark unto Buyer, its successors and assigns forever.

1. **Acknowledgements.** By accepting this Bill of Sale, the Buyer represents and warrants to FCC and does hereby acknowledge and agree as follows:

(a) Buyer has conducted its own due diligence, searches and investigations with respect to the Intellectual Property to the extent that it has desired to so, and has been assisted and advised by its own legal, accounting and business advisers, in connection with the acquisition of the Trademark and has relied solely upon its independent investigations and knowledge, and is fully familiar with the Trademark. Buyer is not relying on any representation by, statement of, any information furnished by, FCC or any of its shareholders, directors, officers, employees, agents, representative or attorneys (expressly or implied) concerning the (i) Transferred Property, (ii) its value, (iii) liens, claims or encumbrances to which the Trademark may be subject except as set forth herein; or (iv) any other matter.

(b) FCC, with Buyer's acknowledgement and agreement, specifically disclaims any representation or warranty, express or implied, as to the Intellectual Property. Without limitation of the foregoing, the Trademark IS SOLD "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", AND FCC DOES NOT MAKE, AND SHALL NOT BE DEEMED TO HAVE MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE OPERATION, PHYSICAL (OR ANY OTHER) CONDITION, QUALITY, VALUE, OR QUANTITY OF THE ASSETS, OR ANY OTHER REPRESENTATION OR WARRANTY, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AND THE BUYER HEREBY WAIVES ANY AND ALL WARRANTIES, INCLUDING ANY WARRANTY OF

MERCHANTABILITY OR FITNESS, OF THE INTELLECTUAL PROPERTY FOR ANY PARTICULAR PURPOSE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES SET FORTH IN UCC §9-610(d). NOR SHALL BUYER HAVE ANY RECOURSE TO FCC, OF ANY KIND, NATURE OR DESCRIPTION WHATSOEVER. Buyer acknowledges that it has inspected the the Trademark to the extent it has desired to do so and has not been induced to purchase the Trademark by representations or warranties given by FCC, except as expressly provided for herein.

(c) Buyer is aware that FCC does not have physical possession or control of the Trademark, nor any direct knowledge thereof as except as provided by the Debtors, but has nonetheless determined to proceed with the transaction set forth herein. To the extent that any of the Trademark may be in the possession of third parties, Buyer assumes all responsibility to make arrangements with such third party for the release of the Trademark, without any responsibility or obligation on the part of FCC.

(d) FCC specifically disclaims any representation or warranty, express or implied, as to whether or not the Trademark is assignable.

(e) FCC specifically disclaims any representation or warranty, express or implied, as to whether or not the Trademark is subject to any type or kind of possessory lien.

2. **Sale.** By accepting this Bill of Sale, the Buyer acknowledges that the sale provided for in this Bill of Sale is made by FCC, as the holder of a guaranty of Guarantor to FCC, which guaranty has been satisfied by the transfer of the Trademark, in accordance with the provisions of the New York Uniform Commercial Code. In the sale hereunder the warranties relating to title, possession, quiet enjoyment, are specifically disclaimed to the extent permitted under UCC §9-610(e).

3. **Survival.** All covenants and all representations and warranties made in this Bill of Sale shall survive the execution and delivery hereof and the closing of the sale hereunder.

4. **Further Assurances.** FCC agrees, at any time and from time to time after the closing of the sale hereunder, upon the reasonable request of any party, to perform, execute, acknowledge and deliver all such further acts, deeds, assignments, conveyances, instruments or powers of attorney as may be necessary or appropriate to carry out the provisions of this Bill of Sale.

5. **No Brokers.** Each party represents and warrants to the other that all negotiations relating to this Bill of Sale and the sale hereunder have been carried on by the parties directly and without the intervention of person, firm or corporation acting as a broker or finder.

6. **Successors and Assigns.** This Bill of Sale shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. **No Implied Rights or Remedies.** Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Bill of Sale.

8. **Amendments, Waivers and Consents.** This Bill of Sale sets forth the entire agreement and understanding of the parties with respect to the subject matter thereof and supersedes any and all understandings of the parties hereto with respect to the foregoing. No modification or waiver of or with respect to any provision hereof shall in any event be effective unless it shall be in writing and signed by FCC, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9. **Choice of Law.** This Bill of Sale shall be construed in accordance with, and governed and enforced in all respects by, the internal laws of the State of New York without reference to conflict of laws principles.

10. **Exclusive Jurisdiction. Enforcement.**

(a) BUYER AGREES THAT ANY ACTION, DISPUTE, PROCEEDING, CLAIM OR CONTROVERSY BETWEEN BUYER AND FCC, WHETHER IN CONTRACT, TORT OR OTHERWISE ("DISPUTE" OR "DISPUTES") SHALL BE INITIATED AND PROSECUTED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS, AS THE CASE MAY BE, LOCATED IN NEW YORK COUNTY, NEW YORK. BUYER CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY SUCH COURT HAVING JURISDICTION OVER THE SUBJECT MATTER, BUYER WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO BUYER AT ITS ADDRESS SET FORTH ABOVE OR TO ANY OTHER ADDRESS AS MAY APPEAR IN FCC'S RECORDS AS THE ADDRESS OF BUYER.

(b) In the event FCC has materially breached its express representations, warranties and obligations hereunder, Buyer shall be entitled solely to its actual and direct monetary damages which, in any event, shall not exceed the aggregate amount actually paid by Buyer to FCC on account of the Purchase Price, WITHOUT ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER NON-COMPENSATORY DAMAGES OF ANY KIND.

(c) IN ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS BILL OF SALE, BUYER WAIVES TRIAL BY JURY, AND BUYER ALSO WAIVES (I) THE RIGHT TO INTERPOSE ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION, (II) ANY OBJECTION BASED ON FORUM NON CONVENIENS OR VENUE, AND (III) ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

related to or arising from the transactions hereby contemplated, including, without limitation, any claims of creditors or other third parties and any liability for sales or transfer taxes.

12. **Counsel Review.** The parties hereto have participated jointly in the negotiation and drafting of this Bill of Sale and have each been represented by respective legal counsel of their choice, who has reviewed this Bill of Sale on its behalf. In the event an ambiguity or question of intent or interpretation arises, this Bill of Sale shall be construed as if drafted jointly by the parties hereto and no presumption of burden of proof shall arise favoring or not favoring any party by virtue of the authorship of any of the provisions of this Bill of Sale.

13. **Counterparts.** This Bill of Sale may be executed in multiple counterparts, each of which when executed shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date and year first above written.

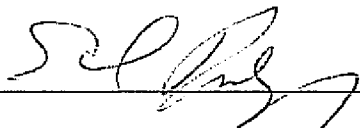
FCC, LLC d/b/a/First Capital

By: 

Name: Eric Manna

Title: Exec Vice Pres.

L.S.V. WORLDWIDE, LTD.

By: 

Name: Edward Prekopy

Title: Vice President

ACCEPTED AND AGREED:

BUYER:

OTB BRAND WORLDWIDE, LTD.

By: \_\_\_\_\_

Name: Tao Feng

Title: President

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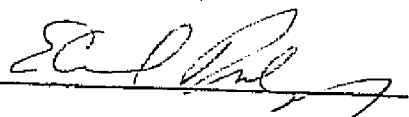
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FCC, LLC d/b/a/First Capital


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

L.S.V. WORLDWIDE, LTD.

By:   
Name: Edward Prekopy  
Title: Vice President

ACCEPTED AND AGREED:

BUYER:  
OTB BRAND WORLDWIDE, LTD.


By:   
Name: Tao Feng  
Title: President

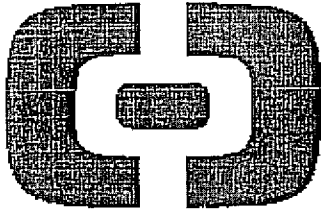



Koo Larrabee Lau-Kee & Lane LLP

L.S.V. Worldwide Ltd.  
 Trademark Status Report  
 July 13, 2007

UNITED STATES:

Trademark	Status
OTB	Registered Sept. 18, 2001 Registration No.: 2,490,664 Goods: Young men's, boys and girls clothing, namely, pants, shirts, tops, jackets, skirts and t-shirts. Filed Section 8 and 15 affidavit on 7/02/07. <b>Renewal due 09/18/2011.</b>
	Registered: May 22, 2001 Registration No.: 2,452,866 Serial No.: 75/901935 Filing Date: 01/07/00 Goods: Clothing, namely pants, shirts, tops, jackets, shorts, T-shirts. Filed Section 8 and 15 affidavit on 7/2/07 <b>Renewal due 05/22/2011.</b>
ONE TUFF BABE	Registered: Feb. 19, 2002 Registration No.: 2,541,498 Serial No.: 75/981316 Goods: Girls and Juniors Clothing, namely shorts, pants, shirts, tops, sweaters and jackets. Filed Section 8 and 15 affidavit on 7/2/07. <b>Renewal due 02/19/2012.</b>
OTB	Registered: Aug. 20, 2002 Registration No.: 2,610,340 Goods: Infants, toddlers, little girls and little boys clothing, namely pants, shirts, T-shirts, jackets, dresses, skirts, sweatsuits, sweaters, swimwear, overalls and coveralls. <b>Section 8 Period: 08/20/07 – 08/19/08.</b> <b>Renewal due 08/20/2012.</b>
OTB	Registered: Mar. 19, 2002 Registration No. 2,550,949 Goods: Men's and young men's sweaters. <b>Section 8 Period: 03/19/07 – 03/18/08. Renewal due 03/19/2012.</b>
OTB ONE TUFF BABE	Registered: Mar. 04, 2003 Registration No.: 2,693,719 Goods: Pants, shorts, skirts, tops, sweaters, jackets and t-shirts <b>Section 8 Period: 03/04/08 – 03/03/09. Renewal due 03/04/2013</b>

	Registered: Apr. 15, 2003 Registration No.: 2,707,471 Goods: Young Men's, Ladies and Juniors' pants and shirts. Section 8 Period: 04/15/08 – 04/14/09. Renewal due 04/15/2013.
OTB	Serial No. 77220375 Goods: Backpacks, Messenger Bags, Handbags, Wallets Filing Date: 7/02/07 (Actual use application) Date of first use: 12/04/04
OTB	Registered: February 3, 2004 Registration No. 2810946 Serial No.: 75939805 Goods: Men's and young men's swimwear, underwear; Boy's swimwear. Section 8 Period: 02/03/09 – 02/02/10. Renewal due 02/03/2014.
OTB	Serial No. 77222341 Filing Date: 7/5/07 (actual use application) Date of first use: 12/06 Goods: wrist watches, necklaces and bracelets
	Registered. 2 22 05 Serial No. 76582294 Registration Number: 2927647 First Use: 7 1 99 Goods: jeans, pants, shirts, tops, jackets, shorts, t-shirts, sweaters and swimwear Section 8 Period: 02/22/10 – 02/21/11. Renewal due 02/22/2015.
OTB JEANSWEAR	Registered. 2 22 05 Registration Number: 2927646 First Use: 4 1 2003 Serial No. 76581784 Goods: jeans, pants, shirts, tops, jackets, shorts, t-shirts and sweaters Section 8 Period: 02/22/10 – 02/21/11. Renewal due 02/22/2015.
OTB (splattered letters logo)	Serial No. 77227757 First Use: At least 1 1 06 Goods: jeans, pants, shirts, skirts, sweatshirts, tops, jackets, shorts, t-shirts, sweaters and swimwear, belts, belt buckles, hats, caps Filed: 7/12/07
LEVERAGE (unstylized)	Serial No. 78881403 Goods: jeans, pants, shirts, tops, jackets, shorts, t-shirts and sweaters Notice of Allowance: 3/15/07 Filed Statement of use: 7/2/07

LEVERAGE (crossed swords logo design only)	Serial No. 77227715 Filing Date: 7/12/07 Goods: jeans, pants, shirts, tops, jackets, shorts, tshirts and sweaters Actual Use- Date of 1 <sup>st</sup> Use: May 20007
PALANCADA	Serial No. 77057952 Published for Opposition 6/26/07 Goods: Class 25VTU Awaiting Notice of Allowance