

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Corrective assignment to correct the incorrect designation of assignor from United Legwear Company, LLC to Leg Scene Ltd. previously recorded on Reel 004155 Frame 0186. Assignor(s) hereby confirms the conveying party is Leg Scene Ltd. and not United Legweare Company, LLC.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leg Scene, Ltd.	FORMERLY United Legwear Company, LLC	01/19/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	United Legwear Company, LLC
Doing Business As:	DBA United Legwear
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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 973-667-6000
 Email: mstewart@carusopopesmith.com
 Correspondent Name: Michael T. Stewart
 Address Line 1: 60 Route 36 East
 Address Line 4: Fairfield, NEW JERSEY 07004

OP \$90.00 2938089

NAME OF SUBMITTER:	Michael T. Stewart
Signature:	/Michael T Stewart/
Date:	08/19/2010
<p>Total Attachments: 19</p> <p>source=Assignment Cover Sheet - pto1594#page1.tif source=Assignment Cover Sheet - pto1594#page2.tif source=Assignment Cover Sheet - pto1594#page3.tif source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Assignment Response 81910#page1.tif source=Assignment Response 81910#page2.tif source=Assignment Response 81910#page3.tif source=Assignment Response 81910#page4.tif source=Assignment Response 81910#page5.tif source=Assignment Response 81910#page6.tif source=Assignment Response 81910#page7.tif source=Assignment Response 81910#page8.tif source=Assignment Response 81910#page9.tif source=Assignment Response 81910#page10.tif source=Assignment Response 81910#page11.tif source=Assignment Response 81910#page12.tif</p>	

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

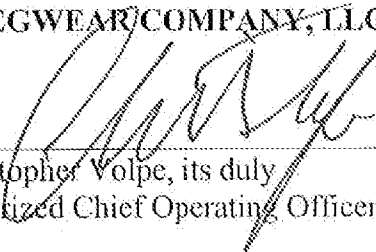
By:



Lawrence Kaslow, its duly authorized President

UNITED LEGWEAR COMPANY, LLC, Assignee

By:



Christopher Volpe, its duly authorized Chief Operating Officer

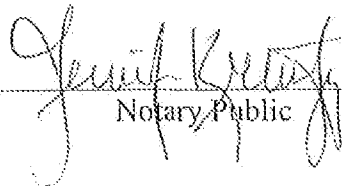
STATE OF NEW YORK)

)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

MICHAEL T. STEWART COMPANY:60 ROUTE 46 EAST

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

04/02/2010
900158785

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the incorrect designation of assignor as United Legwear Company, LLC previously recorded on Reel 004156 Frame 0186. Assignor(s) hereby confirms the Conveying party identified as United Legwear Company, LLC.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leg Scene, Ltd.		01/19/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	United Legwear 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:	2876677	FOOT SWEATERS
Registration Number:	2466447	SOCK SCENE

CORRESPONDENCE DATA

Fax Number: (973)667-1200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 973-403-0253
 Email: mstewart@carusopope.com
 Correspondent Name: Michael T. Stewart
 Address Line 1: 60 Route 46 East
 Address Line 4: Fairfield, NEW JERSEY 07008

ATTORNEY DOCKET NUMBER: UNITED LEGWEAR

OP \$90.00 2938089

D:MICHAEL T. STEWART COMPANY:60 ROUTE 46 EAST

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O:MICHAEL T. STEWART COMPANY:60 ROUTE 46 EAST

NAME OF SUBMITTER:	Michael T. Stewart
Signature:	/Michael T Stewart/
Date:	04/02/2010
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	

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O:MICHAEL T. STEWART COMPANY:60 ROUTE 46 EAST

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is executed on January 19, 2010 and effective as of January 11, 2010 between the following five parties.

The Assignor: LEG SCENE, LTD.
Legal Address: 1350 Broadway, New York, NY 10018

The Assignee: UNITED LEGWEAR COMPANY, LLC
Legal Address: 46 West 38th Street, New York, NY 10018

WHEREAS, the Assignor is a New York corporation and owns the trademarks identified in Appendix A (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, corporate and corporate power, has obtained full authority and all consents and approvals of any other third party and

O:MICHAEL T. STEWART COMPANY:60 ROUTE 46 EAST

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O:MICHAEL T. STEWART COMPANY:60 ROUTE 46 EAST

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 all 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

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unenforceability, without affecting in any way the remaining provisions hereof in each 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 WHEREOF, 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
Lawrence Kaslow, its duly authorized President

UNITED LEGWEAR COMPANY, LLC, Assignee

By: Christopher Volpe
Christopher Volpe, its duly authorized Chief Operating Officer

STATE OF NEW YORK }
COUNTY OF SUFFOLK } ss:

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.

Janet K...
Notary Public

JENNIFER KOHLITZBERG
Notary Public, State of New York
No. 0144442000
Qualified in Suffolk County
Commission Expires May 26, 2013

O:MICHAEL T. STEWART COMPANY:60 ROUTE 46 EAST

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O:MICHAEL T. STEWART COMPANY:60 ROUTE 46 EASTAPPENDIX I

Trademarks

1. Sock-O-Rainn - Trademark Registration No. 2938089
2. Foot Sweaters - Trademark Registration No. 2876377
3. Sock Scene - Trademark Registration No. 2456447

TO: MICHAEL T. STEWART COMPANY: 60 ROUTE 46 EAST

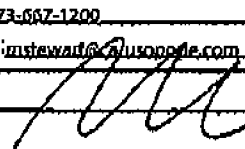
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CARUSO POPE SMITH EDELL PICINI

NO. 3092 P. 1

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): Leg Scene, Ltd. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State: <u>New York</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>United Legwear Company, LLC</u> Internal _____ Address: _____ Street Address: <u>48 West 38th Street</u> City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10018</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other: <u>United Liability Co</u> Citizenship <u>New York</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance / Execution Date(s) : Execution Date(s) <u>January 19, 2010</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	4. Application number(s) or registration number(s) and Identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2938089, 2876577, 2456447</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is Unknown): Sock-D-Rama, Foot Sweaters, Sock Scene	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Michael T. Stewart, Esq.</u> Internal Address: _____ Street Address: <u>60 Route 46 East</u> City: <u>Fairfield</u> State: <u>New Jersey</u> Zip: <u>07004</u> Phone Number: <u>973-667-6000</u> Fax Number: <u>973-667-1200</u> Email Address: <u>mstewart@carusopope.com</u>	6. Total number of applications and registrations involved: Three (3) 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>900</u> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
8. Payment Information: Deposit Account Number _____ Authorized User Name _____	
9. Signature:  _____ 7/15/2010 Date _____ Signature _____ Name of Person Signing	
Total number of pages including cover sheet, attachments, and document: 10	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460