

**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
Manhattan Beachwear, LLC		10/04/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	AVI Acquisition Corp.
Street Address:	5900 Landerbrook Drive
Internal Address:	Suite 280
City:	Mayfield Heights
State/Country:	OHIO
Postal Code:	44124
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3549964	BEACH STOP
Registration Number:	3549955	24TH & OCEAN
Registration Number:	3549953	VIA MARINA
Registration Number:	3649578	MAXINE OF HOLLYWOOD
Registration Number:	3649577	AMICA
Serial Number:	77675963	SURFSIDE
Serial Number:	77813484	LA PLAYA
Serial Number:	85020796	THE BIKINI LAB
Serial Number:	85082836	MAXINE OF HOLLYWOOD

**CORRESPONDENCE DATA**

Fax Number: (216)241-0816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Phone: 216 622 8200  
Email: ipdocket@calfee.com  
Correspondent Name: Calfee, Halter & Griswold LLP  
Address Line 1: 1400 KeyBank Center  
Address Line 2: 800 Superior Ave.  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	34214/04005
NAME OF SUBMITTER:	Ryan W. Falk
Signature:	/Ryan W. Falk/
Date:	10/07/2010

Total Attachments: 6  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of October 4, 2010, by and among Manhattan Beachwear, LLC, a Delaware limited liability company with an address of 6600 and 6780 Katella Avenue, Cypress, CA 90630 ("Assignor") and AVI Acquisition Corp., a Delaware corporation with an address of 5900 Landerbrook Drive, Suite 280, Mayfield Heights, Ohio 44124 ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Contribution And Assumption Agreement, dated as of October 4, 2010, (the "Contribution And Assumption Agreement") which provides, among other things, that Assignor is distributing all of Assignor's assets to Assignee; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interests in all of the Assignor's intellectual property, and Assignee desires to accept the assignment of such intellectual property from Assignor, subject to the terms and conditions of the Contribution And Assumption Agreement and this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor (the "Marks"); (ii) all registrations, and applications for registration, of the Marks worldwide, including but not limited to the trademark registrations and applications identified on Schedule A; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor covenants and agrees that it will, at any time upon written request by Assignee, do everything reasonable to aid the Assignee, its successors, assigns or other legal

representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

[Signature page follows]

In witness whereof, Assignor has executed this Assignment as of this 4<sup>th</sup> day of October, 2010.

ASSIGNOR

MANHATTAN BEACHWEAR, LLC

By: [Signature]  
Name: Erin V. Brown  
Title: Chairman

State of Ohio )  
County of Cuyahoga ) ss:

Subscribed to and sworn before me on this 4 day of October, 2010.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_



RENEE EVERETT  
NOTARY PUBLIC  
STATE OF OHIO  
My Comm. Exp. 10/18/10

**SCHEDULE A**

**U.S. TRADEMARK APPLICATIONS & REGISTRATIONS**

Mark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
ROSE MARIE REID (STYLIZED)	Registered	71/586,063	10/10/1949	0,551,238	11/27/1951	Swim suits, shorts, skirts and beach robes
ROSE MARIE REID & DESIGN	Registered	73/133725	7/13/1977	1,088,787	4/4/1978	Swimwear and related apparel, namely, pants, skirts, shirts, jackets, robes and hats.
BEACH STOP & DESIGN	Registered	77/468,563	5/7/2008	3,549,964	12/23/2008	Swimwear; beach cover- ups; coverups
24TH & OCEAN (STYLIZED)	Registered	77/468,501	5/7/2008	3,549,955	12/23/2008	Swimwear; beach cover- ups; coverups
VIA MARINA & DESIGN	Registered	77/468,483	5/7/2008	3,549,953	12/23/2008	Swimwear; beach cover- ups; coverups
MAXINE OF HOLLYWOOD & DESIGN	Registered	77/468,880	5/8/2008	3,649,578	7/7/2009	Swimwear; beach cover- ups; coverups
AMICA (STYLIZED)	Registered	77/468,569	5/7/2008	3,649,577	7/7/2009	Swimwear; beach coverups
SURFSIDE & DESIGN	Pending	77/675,963	2/23/2009	N/A	N/A	Swimwear; beach coverups; coverups
LA PLAYA & DESIGN	Pending	77/813,484	8/26/2009	N/A	N/A	Swimwear; beach coverups; coverups

Mark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
<b>THE BIKINI LAB</b>	Pending	85/020,796	04/22/2010	N/A	N/A	Beach coverups; coverups; swimwear
<b>OCEAN AVE SWIMWEAR</b>	Cancelled	76/277,262	6/25/2001	2,567,311	5/7/2002	Women's, junior's, and children's swimwear
<b>VM SPORT BY VIA MARINA &amp; DESIGN</b>	Cancelled	75/366,214	10/1/1997	2,237,778	4/6/1999	Swimwear and sportswear, namely, shirts, T-shirts, shorts and skirts
<b>BEACH STOP</b>	Cancelled	74,649,019	3/20/1995	1,954,933	2/6/1996	Women's swimwear
<b>VIA MARINA &amp; DESIGN</b>	Cancelled	74/524,006	5/12/1994	1,910,167	8/8/1995	Swimwear and sportswear, namely, shirts, T-shirts, shorts and skirts
<b>SURFSIDE &amp; DESIGN</b>	Cancelled	74/392,211	5/19/1993	1,821,450	2/15/1994	Swimwear
<b>LA PLAYA</b>	Abandoned	78/643,686	6/3/2005	N/A	N/A	Bathing suits, beachwear, bikinis, swimwear, swimming suits
<b>MAX BY MAXINE</b>	Abandoned	78/620,172	4/29/2005	N/A	N/A	Swimwear and sportswear, namely swimwear, t-shirts, shorts, and skirts
<b>MAXINE</b>	Abandoned	78/620,145	4/29/2005	N/A	N/A	Swimwear and sportswear, namely T-Shirts, shorts

Mark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
						and skirts
<b>VM SPORT BY VIA MARINA</b>	Abandoned	78/620,109	4/29/2005	N/A	N/A	Swimwear and sportswear, namely T- Shirts, shorts and skirts
<b>SURFSIDE</b>	Abandoned	78/620,009	4/29/05	N/A	N/A	Swimwear
<b>MAXINE (STYLIZED)</b>	Abandoned	77/468,574	5/7/2008	N/A	N/A	Swimwear; beach coverups; coverups
<b>SURFSIDE (STYLIZED)</b>	Abandoned	77/468,255	5/7/2008	N/A	N/A	Swimwear; beach coverups; coverups
<b>LA PLAYA &amp; DESIGN</b>	Abandoned	77/468,227	5/7/2008	N/A	N/A	Swimwear; beach coverups; coverups
<b>YUM! &amp; DESIGN</b>	Abandoned	78/903,706	6/8/2006	N/A	N/A	Bathing suits, beachwear, bikinis, swimwear, swimming suits
<b>MANHATTAN BEACHWEAR LLC (STYLIZED)</b>	Abandoned	78/751,550	11/10/2005	N/A	N/A	Swimwear and sportswear

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