

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
Star City Sportswear, Inc.		12/11/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Star City Acquisition, LLC		
Street Address:	1407 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3026643	STAR JEANS	
Registration Number:	2901464	TROUSERS UP	
Registration Number:	3052025	STAR CITY	
Registration Number:	2906118	STAR CLOTHING	
Registration Number:	1646901	STAR C.C.C. CITY CLOTHING CO.	
Registration Number:	3075465	STAR JEANS	
CORRESPONDENCE DATA			
Fax Number:	(212)643-6500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-643-7000		
Email:	pto@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	One Rockefeller Plaza		
Address Line 2:	25th Floor, IP Dept.		
Address Line 4:	New York, NEW YORK 10020		

CH \$165.00 3026643

900179018

**TRADEMARK
 REEL: 004435 FRAME: 0359**

ATTORNEY DOCKET NUMBER:	09910098.000002
NAME OF SUBMITTER:	Edward Longobardi
Signature:	/Edward Longobardi/
Date:	12/16/2010
Total Attachments: 4 source=Trademark Assignment to Star City Acquisition, LLC#page1.tif source=Trademark Assignment to Star City Acquisition, LLC#page2.tif source=Trademark Assignment to Star City Acquisition, LLC#page3.tif source=Trademark Assignment to Star City Acquisition, LLC#page4.tif	

**ASSIGNMENT OF SERVICE MARKS,
TRADE NAMES & TRADEMARKS**

ASSIGNMENT OF SERVICE MARKS, TRADE NAMES AND TRADEMARKS
dated as of December 11, 2006, by STAR CITY SPORTSWEAR, INC. a New York Corporation ("Assignor"), to STAR CITY ACQUISITION, LLC, a New York limited liability company ("Assignee").

R E C I T A L

WHEREAS, Assignor is party to a Peaceful Possession Agreement dated December 11, 2006 between Assignor and Rosenthal & Rosenthal, Inc. ("R&R") and Assignee and R&R are parties to an Asset Purchase Agreement dated as of December 11, 2006 (the "Agreement"), pursuant to which R&R has agreed to sell to Assignee and Assignee has agreed to buy from R&R the Acquired Assets (as defined in the Agreement), including, without limitation, the servicemarks, trademarks and trade names of Assignor.

WHEREAS, Pursuant to the Peaceful Possession Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

WHEREAS, In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and

extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks, Tradenames and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks, Tradenames and Trademarks as of the date first above written.

STAR CITY SPORTSWEAR, INC.

By: _____

STAR CITY ACQUISITION, LLC

By: _____

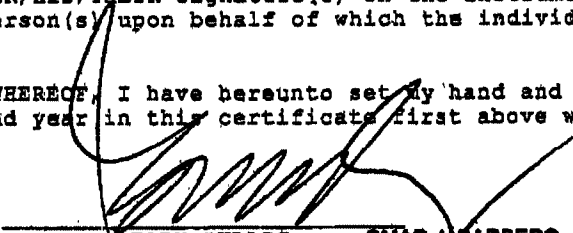
Harry Adjmi

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 11th day of December in the year 2006 before me, the undersigned, a notary public in and for said State, personally appeared Robert Klein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that SHE/HE/THEY executed the same in HER/HIS/THEIR capacity, and that by HER/HIS/THEIR signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

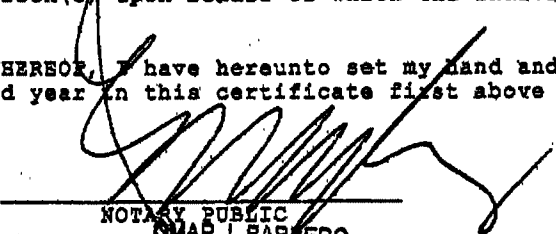


NOTARY PUBLIC OMAR J. BARBERO
NOTARY PUBLIC, State of New York
ACKNOWLEDGEMENT No. 01BA4799597
Qualified in Queens County
Commission Expires July 31, 2009

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 11th day of December in the year 2006 before me, the undersigned, a notary public in and for said State, personally appeared Adrienne Adams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that SHE/HE/THEY executed the same in HER/HIS/THEIR capacity, and that by HER/HIS/THEIR signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC OMAR J. BARBERO
NOTARY PUBLIC, State of New York
No. 01BA4799597
Qualified in Queens County
Commission Expires July 31, 2009

SCHEDULE A

I. REGISTERED SERVICEMARKS AND TRADEMARKS

Mark	Application Number	Registration Number	Filing Date	Registration Date	Status	IC
STAR JEANS	78348519	3026643	01/06/2004	12/13/2005	1A-LIVE	025
TROUSERS UP	7697690 7	2901464	06/24/2003	11/09/2004	1A-LIVE	025
STAR CITY	76447330	3052025	09/05/2002	1/31/2006	1A-LIVE	025
STAR CLOTHING	76977110	1646901 290648	04/03/2003	11/30/2004	1A-LIVE	025
STAR CITY C.C.C. CLOTHING CO.	74082094	1646901	07/26/1990	06/04/1991	1A-LIVE	025
* STAR JEANS	76977121	0885452 3075465	01/30/2004	04/04/2006	1A-LIVE	025

II. UNREGISTERED SERVICEMARKS AND TRADEMARKS

STAR POWER; A STAR

III. PENDING SERVICEMARKS AND TRADEMARKS

Mark	Application Number	Filing Date	Status	IC	
T.B.A.	76617678 Reg. No. 2422292	10/25/2004	1B-LIVE	003,009, 025	
STAR QUALITY	76617676	10/25/2004	1B-LIVE	003,009, 025	Abandoned
STAR BRANDS	78747118	11/04/2005	1B-LIVE	025	Abandoned
STAR CITY	77022933	10/17/2006	1B-LIVE	014,025	Abandoned
STAR CITY	78580654	3/4/2005	1B-LIVE	003,009, 025	Abandoned
STAR JEANS	76573227	01/30/2004	1B-LIVE	003,009, 025	Abandoned

IV. TRADE NAMES

STAR POWER; A STAR

{00108978;1}