

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
Credit Managers Association of California dba Credit Management Association		03/10/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Jerry Leigh of California, Inc.
Street Address:	7860 Nelson Road
City:	Van Nuys
State/Country:	CALIFORNIA
Postal Code:	91402
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	1409522	ALABUY
Registration Number:	3071845	AMERICAN CHEEZE
Registration Number:	2957125	BEST PALS
Registration Number:	3163903	CHOICE CUTS
Registration Number:	2982157	CUSTOM '77
Registration Number:	3194867	DOLL FACE
Registration Number:	3208182	ELECTRIC VINYL
Registration Number:	1822043	ESTILO
Registration Number:	2991878	FAKEID
Registration Number:	2900435	FAME & FORTUNE
Registration Number:	2980921	FFI
Registration Number:	2420628	FORTUNE FASHIONS
Registration Number:	1653327	HRLA

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Registration Number:	3280913	IRON RULE
Registration Number:	2976524	JUDY ANN
Registration Number:	3217708	MAKE CENT\$
Registration Number:	1797069	MAZE
Registration Number:	3143087	METHOD RESEARCH
Registration Number:	3356855	MODERN LUX
Registration Number:	3094366	NOWHERESVILLE
Registration Number:	3086472	NSANE INDUSTRIES
Registration Number:	3415602	ORBIT BRAND
Registration Number:	3807853	PARTS & LABOR
Registration Number:	3163698	PEACE, LOVE & TEES
Registration Number:	3677662	PUBLIC NOTICE
Registration Number:	3301669	RIPCORD
Registration Number:	2973282	SEA ANGEL
Registration Number:	2141862	SEA ANGEL
Registration Number:	3248302	SHIRTS HAPPEN
Registration Number:	3224641	STAGE DIVE
Registration Number:	3206976	STRANDED
Registration Number:	3718989	STRANDED
Registration Number:	3166801	SUGAR COATED
Registration Number:	3254161	SUPERSHINY
Registration Number:	3423948	TELL THE PEOPLE
Registration Number:	3360848	THE EASY LIFE
Serial Number:	85079570	BLUE BIRD
Serial Number:	77829191	CRAFT SCHOOL
Serial Number:	77190110	LIGHTNING BOLT
Serial Number:	77553947	MAKE IT U
Serial Number:	85006830	UNION TRADE

CORRESPONDENCE DATA

Fax Number: (818)827-9099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8188279000
Email: agrabell@ebg-law.com
Correspondent Name: J. Alison Grabell
Address Line 1: 21650 Oxnard Street
Address Line 2: Suite 500

TRADEMARK
REEL: 004501 FRAME: 0256

Address Line 4: Woodland Hills, CALIFORNIA 91367

ATTORNEY DOCKET NUMBER: 2087.099

NAME OF SUBMITTER: J. Alison Grabell

Signature: /J. Alison Grabell/

Date: 03/18/2011

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS AND POWER OF ATTORNEY

WHEREAS, CREDIT MANAGERS ASSOCIATION OF CALIFORNIA, a California corporation dba Credit Management Association, in its sole and limited capacity as Assignee for the Benefit of Creditors of Fortune Fashions Industries LLC, with its principal offices at 40 East Verdugo Avenue, Burbank, California 91510 ("Seller" or "Assignor") has agreed pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of March 10, 2011 between Assignor, as Seller, and **JERRY LEIGH OF CALIFORNIA, INC.**, a California corporation with its principal offices at 7860 Nelson Road, Van Nuys, California 91402 ("Assignee"), as Buyer, to assign all of its right, title and interest in and to the trademarks as set forth in **Attachment 1** hereto, including but not limited to the pending applications as set forth in **Attachment 1** hereto, any registrations that may issue therefrom and all common law rights associated with such trademarks to the extent that such common law rights exist (the "Marks"), to Assignee; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor agrees as follows:

1. Pursuant to the Asset Purchase Agreement, Assignor hereby conveys, transfers, assigns, delivers and contributes to Assignee all of Assignor's right, title and interest of whatever kind in and to the Marks, as set forth on **Schedule 1** hereto, together with the goodwill of the business associated therewith, free and clear of all liens and encumbrances of any nature.

2. Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks.

3. Assignor further hereby revokes all previous powers of attorney related to the Marks as set forth on **Schedule 1** hereto and appoints Assignee, with full power of substitution and revocation vested in Assignee, for the sole and limited purpose to prepare and execute on Assignor's behalf, any documents necessary or required by the United States Patent and Trademark Office solely to demonstrate Assignor's consent to Assignee's use, and solely to permit Assignee to register, and/or attempt to register the marks as set forth on **Schedule 1** hereto.

4. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor further agrees, at the request of Assignee, to promptly (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever

information may be required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks is duly made of record.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall represent one and the same instrument. For purposes hereof, facsimile signature pages shall be deemed originals.

6. This Assignment is entered into pursuant to the Asset Purchase Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, Assignor has executed this Assignment at Los Angeles, California on March 10, 2011.

ASSIGNOR:

Credit Managers Association of California, a California corporation dba Credit Management Association, in its sole and limited capacity as Assignee for the Benefit of Creditors of Fortune Fashions Industries LLC

By: _____


Its: _____



**SIGNATURE PAGE TO SELLER'S ASSIGNMENT OF TRADEMARKS
AND POWER OF ATTORNEY**

Attachment 1

SCHEDULE OF TRADEMARKS

MARK	Serial No. Filing Date	Reg. No. Reg. Date
UNION TRADE	85006830 4/5/10	
BLUE BIRD	85079570 7/7/10	
IRON RULE	78831520 3/7/06	3280913 8/14/07
THE EASY LIFE	78904358 6/8/06	3360848 12/15/07
ELECTRIC VINYL	78830274 3/6/06	3208182 12/13/07
STAGE DIVE	78830264 3/6/06	3224641 4/3/07
STRANDED	78743968 10/31/05	3206976 2/6/07
SUGAR COATED	78718818 9/22/05	3166801 10/31/06
SHIRTS HAPPEN	78560692 2/4/05	3248302 5/29/07
SUPERSHINY	78547018 1/13/05	3254161 6/19/07
NOWHERESVILLE	78545493 1/11/05	3094366 5/16/06
PEACE, LOVE & TEES	78501735 10/18/04	3163698 10/24/06
ORBIT BRAND	78507701 10/28/04	3415602 4/22/08
MAKE CENT\$	78880947 5/10/06	3217708 3/13/07
CHOICE CUTS	78575636 2/25/05	3163903 10/24/06

MARK	Serial No. Filing Date	Reg. No. Reg. Date
CUSTOM '77	78343332 12/19/03	2982157 8/2/05
RIPCORD	78490196 9/27/04	3301669 10/2/07
METHOD RESEARCH	78431663 6/8/04	3143087 9/12/06
NSANE INDUSTRIES	78440000 6/23/04	3086472 4/25/06
AMERICAN CHEEZE	78343369 12/19/03	3071845 3/21/06
DOLL FACE	78313603 10/14/03	3194867 1/2/07
BEST PALS	78358079 1/27/04	2957125 5/31/05
FAKEID	78358040 1/27/04	2991878 9/6/05
ffi Logo 	78350865 1/12/04	2980921 8/2/05
SEA ANGEL	78245686 5/5/03	2973282 7/19/05
CRAFT SCHOOL	77829191 9/17/09	
PARTS & LABOR	77607273 11/4/08	3807853 6/22/10
MAKE IT U	77553947 8/22/08	
PUBLIC NOTICE	77546675 8/13/08	3677662 9/1/09
TELL THE PEOPLE	77206749 6/14/07	3423948 5/6/08

MARK	Serial No. Filing Date	Reg. No. Reg. Date
LIGHTNING BOLT	77190110 5/24/07	
MODERN LUX	77000530 9/15/06	3356855 12/18/07
STRANDED & Design 	77104474 2/10/07	3718989 12/1/09
FAME & FORTUNE	76497842 3/17/03	2900435 11/2/04
JUDY ANN	76119413 8/31/00	2976524 7/26/05
FORTUNE FASHIONS	75661301 3/16/99	2420628 1/16/01
SEAS ANGEL & Design 	75103117 5/13/96	2141862 3/10/98
ESTILO	74313419 9/14/92	74313419 2/15/94
MAZE	74165518 5/10/91	1797069 10/5/93
HRLA	74013916 12/16/89	1653327 8/6/91
ALABUY	73575331 12/27/85	1409522 9/16/86