

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
A.H. Schreiber Co. Incorporated		04/12/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Dotti, Inc.		
Street Address:	5445 Jillson Avenue		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1774276	DOTTI	
Registration Number:	2771631	WEAR ABOUTS	
Registration Number:	3280746	SANDS POINT	
Registration Number:	3286976	BEACH STAR	
CORRESPONDENCE DATA			
Fax Number:	(213)896-2450		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	213.896.2586		
Email:	PTDocketing@hklaw.com		
Correspondent Name:	Theresa W. Middlebrook		
Address Line 1:	400 South Hope Street, 8th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	122251.00008		
NAME OF SUBMITTER:	Theresa W. Middlebrook		

OP \$115.00 1774276

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**TRADEMARK
 REEL: 004537 FRAME: 0619**

Signature:	/Theresa W. Middlebrook/
Date:	05/09/2011
Total Attachments: 5 source=IP Assignment (Dotti marks)#page1.tif source=IP Assignment (Dotti marks)#page2.tif source=IP Assignment (Dotti marks)#page3.tif source=IP Assignment (Dotti marks)#page4.tif source=IP Assignment (Dotti marks)#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

AL

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made effective as of April 12, 2011 by A. H. Schreiber Co., Incorporated ("Assignor"), for the benefit of Dotti, Inc., a California corporation ("Assignee").

WHEREAS, up until the date hereof, Assignor has been in the business of designing, manufacturing, and selling women's swim cover-ups and apparel (the "Dotti Covers Business"), and Assignor owns, in connection with such business, (i) certain brands, trade names, words, logos, designs, slogans, and the following trademarks: DOTTI, WEAR ABOUTS, BEACH STAR, and SANDS POINT, in various styles and formats, and certain trademark registrations associated therewith, all as set forth on Schedule 1 hereof (together with all derivatives thereof, the "Marks"), as well as (ii) certain patterns, designs, technical specifications, tech packs, grading charts, specialty and other fabric, prints, and other elements of Dotti Covers Business preparatory materials and work product relating to the 2012 swimwear season, and advertising materials, brochures, banners, sales materials and aids, posters, and props used in trade shows and other sales and promotional events and activities in connection with the Dotti Covers Business, and all intellectual property and other rights related to all of the foregoing (the "Other Intellectual Property"); and,

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith between Assignor and Assignee, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Marks and the Other Intellectual Property and all goodwill associated therewith.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, and assign unto Assignee all right, title, and interest in and to the Marks and the Other Intellectual Property that it has, throughout the universe, including without the limitation the goodwill associated with the same and with the Dotti Covers Business, all records and files relating to the Marks and Other Intellectual Property and the right to renew the trademark registrations listed on Schedule 1, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns, and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of such Marks and Other Intellectual Property with the right to sue and collect the same for its own use or for the use of its successors, assigns, or other legal representatives.

Assignor hereby represents and warrants that: (i) the Marks and the Other Intellectual Property are free and clear of all liens and encumbrances; (ii) Assignor has the right and power to enter into this Intellectual Property Assignment and to assign the Marks and Other Intellectual Property to Assignee as provided herein; (iii) Assignor's rights in the above-referenced registered trademarks are valid and enforceable; (iv) Assignor has received no demand, claim, notice, or inquiry which challenges or threatens to challenge or inquires as to whether there is any basis to challenge the validity of, or Assignor's rights in, the Marks and

Other Intellectual Property; (v) to Assignor's actual knowledge, no third party is infringing the Marks and Other Intellectual Property; and (vi) Assignor has not granted any license with respect to the Marks and Other Intellectual Property, except in the ordinary course of business to customers for purposes of marketing and resale of products. Assignor shall indemnify, defend, and hold Assignee harmless from and against any liability, claim, or other obligation (including but not limited to attorneys' fees, court costs, and other expenses) incurred by or made against Assignee resulting from a breach of any of the foregoing representations and warranties.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the U.S. Patent and Trademark Office to transfer all registrations for the Marks to Assignee as assignee of the entire right, title, and interest therein (and all goodwill associated therewith) or as Assignee may otherwise direct, in accordance with this instrument of assignment.


Assignor will take, or will cause to be taken, all such other and further actions and execute and deliver such other and further documents, powers of attorney, declarations, and/or other documents or instruments as may reasonably be required by Assignee in order to effect the assignment contemplated hereby. Assignor further covenants and agrees that Assignor will at any time upon the reasonable request of Assignee, and at Assignee's expense, communicate to Assignee, or testify before any body as to, any facts known by Assignor relating to the Marks or the Other Intellectual Property in connection with any litigation involving the Marks or the Other Intellectual Property.

This instrument shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Intellectual Property as of the date first written above.

"ASSIGNOR"

A. H. SCHREIBER CO., INCORPORATED, a
New York corporation

By: 
Name: AVRAM SCHREIBER
Title: V.P.

STATE OF New Jersey)
)
COUNTY OF Middlesex) ss.

On April 12, 2011, before me, Yarmile M Rosabal (here insert name and title of the officer), personally appeared DWRBM Scheer.com who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[seal]

Yarmile M Rosabal
Notary Public

YARMILE M. ROSABAL
ID # 2338952
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/9/2015

[Note: Seller may use NY acknowledgement form.]

SCHEDULE 1
Marks

(a) Marks

DOTTI

DOTTI WOMAN

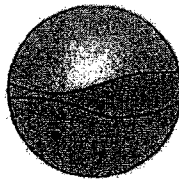
DOTTI BEACH

BEACH STAR

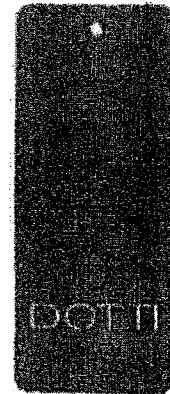
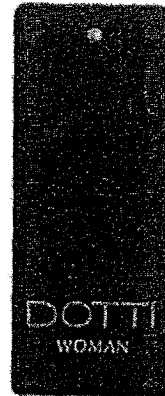
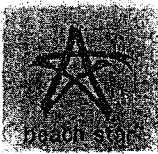
WEAR ABOUTS

WEAR ABOUTS WOMAN

SANDS POINT



WEAR
ABOUTS



(b) Current United States Trademark Registrations and Pending Applications

<u>No.</u>	<u>Mark</u>	<u>Status</u>	<u>Listed Goods and Services</u>	<u>Remarks</u>
1	DOTTI	Registered 06-01-93, Reg. No. 1,774,276 (listed date of first use 1963)	Skirts, blouses, pants, jackets, swimsuits, beachwear garments, namely blouses, cover-ups, tops, dresses and caftans.	Section 8/15 filing accepted 09-30-99; renewal accepted 02-09-04; next renewal due 06-01-13.
2	WEAR ABOUTS	Registered 10-07-03, Reg. No. 2,771,631 (listed date of first use 03-16-78)	Women's sportswear, namely, shorts, jackets, playsuits, jumpsuits, dresses, pants, skirts, tops, blouses, tunics, tennis outfits in the nature of tennis shirts, tennis shorts, tennis skirts, and tennis skorts, and loungewear in the nature of lounge suits, namely, tops and bottoms.	Section 8/15 filing accepted 10-19-09; renewal is due 10-07-13.
3	SANDS POINT	Registered 08-14-07, Reg. No. 3,280,746 (listed date of first use 11-04)	Cover-ups.	Section 8/15 filing is due 08-14-13.
4	BEACH STAR	Registered 08-28-07, Reg. No. 3,286,976 (listed date of first use 12-05)	Cover-ups.	Section 8/15 filing is due 08-28-13.

(c) Current International Trademark Registrations and Pending Applications

None.

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