

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
Fishman and Tobin, Inc.		09/01/2011	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	KVZ International Limited
Street Address:	P.O. Box 957
Internal Address:	Offshore Incorporations Centre
City:	Road Town, Tortola
State/Country:	BRITISH VIRGIN ISLANDS
Entity Type:	COMPANY: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78348401	APPROVED SCHOOL WEAR ASW
Serial Number:	77452469	RETRO MODERN DRESSWEAR
Serial Number:	77134815	METRO BOYZ
Serial Number:	75221427	H'N E
Serial Number:	74119790	HANK N' EDDIE
Serial Number:	73817011	TFW
Serial Number:	73706245	JONATHAN STRONG
Serial Number:	73469970	CARLO STELLA
Serial Number:	73203818	JONATHAN STRONG
Serial Number:	72022422	CHIPS 'N TWIGS

CORRESPONDENCE DATA

Fax Number: (212)632-5555
 Phone: 2126325500
 Email: ccantarella@salans.com

900205919

**TRADEMARK
 REEL: 004651 FRAME: 0680**

CH \$265.00 78348401

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Claudia Cantarella
Address Line 1: c/o Salans, Rockefeller Center
Address Line 2: 620 Fifth Avenue
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	0208586.0130
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DOMESTIC REPRESENTATIVE

Name: Claudia Cantarella
Address Line 1: c/o Salans, Rockefeller Center
Address Line 2: 620 Fifth Avenue
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Claudia Cantarella
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Signature:	/claudia cantarella/
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Date:	10/31/2011
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Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") effective as of September 1, 2011, is made by Fishman and Tobin, Inc., a Pennsylvania corporation ("Assignor"), in favor of KVZ International Limited, a British Virgin Islands company ("Assignee"), an affiliate of LF USA Inc. ("LF USA"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, LF USA and Assignor, Ambler Industries, Inc., a South Carolina corporation, Cheswold Sales Corporation, a Pennsylvania corporation, Fishman & Tobin Garments Design Consultants (Guangzhou) Co., Ltd., a company formed under the laws of the PRC, Fishman & Tobin International, Inc., a Delaware corporation, Quality Control Services, Inc., a South Carolina corporation, Mark Fishman, an individual, and James Rosenfeld, an individual, entered into an Asset Purchase Agreement, executed August 1, 2011 (the "Purchase Agreement"), pursuant to which Assignee agrees to purchase certain assets from Assignor, including the Trademarks, and all goodwill of the business symbolized by the Trademarks and the associated trademark registrations for the Trademarks;

WHEREAS, LF USA and Assignee have entered into an Assignment and Assumption Agreement, dated as of the date hereof, pursuant to which LF USA assigned and transferred all of its right to acquire the Intellectual Property, including the Trademarks, and obligation to assume certain liabilities relating to the Intellectual Property under the Purchase Agreement, and Assignee accepted such assignment and assumed such obligations under the Purchase Agreement; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor did and hereby does assign, convey and transfer to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and

permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the U.S. Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

5. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.

6. Binding Effect; Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.


7. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed in its name by its duly authorized representatives as of the date first set forth above.

ASSIGNOR:

FISHMAN AND TOBIN, INC.

By: 
Name: Mark Fishman
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004651 FRAME: 0684

SCHEDULE A

TRADEMARKS

1. Federal Registrations

<u>TRADEMARK</u>	<u>CTRY</u>	<u>CL/GOODS</u>	<u>APPL. NOS./ FILE DATE</u>	<u>REG. NOS./ REG DATE</u>	<u>OWNER</u>
APPROVED SCHOOL WEAR ASW	U.S.	25/ Apparel, namely, shirts, skirts, skorts, slacks, shorts, sweaters, jackets, coats, tops and bottoms	78348401 1/6/04	3330493 11/6/07	Fishman & Tobin Inc.
RETRO MODERN DRESSWEAR	U.S.	25/ Belts; Blouses; Bottoms; Coats; Dresses; Gloves; Jackets; Neckties; Suits; Neckwear; Pants; Shirts; Shorts; Skirts; Sweaters; Tops; Trousers; Vests	77452469 4/18/08	3610592 4/21/09 (Supp register)	Fishman & Tobin Inc.
METRO BOYZ	U.S.	25/Pants; shirts; ties; vests; suits	77134815 3/19/07	3473187 7/22/08	Fishman & Tobin Inc.
H'N E	U.S.	25/clothing, namely, shirts, slacks, shorts, sweaters, swimwear, suits, jackets and coats	75221427 1/6/97	2170383 6/30/98	Fishman & Tobin Inc.
HANK N' EDDIE	U.S.	25/clothing; namely, shirts, slacks, shorts, sweaters, swimwear, suits, hats, jackets and coats	74119790 12/3/90	1712723 9/1/92	Fishman & Tobin Inc.
TFW	U.S.	25/suits, sport coats, pants, sweaters and vests	73817011 8/4/89	1595498 5/8/90	Fishman & Tobin Inc.

<u>TRADEMARK</u>	<u>CTRY</u>	<u>CL/GOODS</u>	<u>APPL. NOS./ FILE DATE</u>	<u>REG. NOS./ REG DATE</u>	<u>OWNER</u>
	U.S.	25/clothing, namely jackets, pants, suits	73706245 1/19/88	1504944 9/20/88	Fishman & Tobin Inc.
CARLO STELLA	U.S.	25/Tops, Suits, Jackets and Pants	73469970 3/13/84	1318297 2/5/85	Fishman & Tobin Inc.
JONATHAN STRONG	U.S.	25/boys' suits	73203818 2/14/79	1152498 4/28/81	Fishman & Tobin Inc.
	U.S.	25/young men's, boys' and children's suits, jackets, coats, sport coats, pants, shorts, swimsuits, beachwear and shirts	72022422 1/11/57	0652100 9/24/57	Fishman & Tobin Inc.

2. State Registrations

<u>TRADEMARK</u>	<u>CTRY</u>	<u>CL/GOODS</u>	<u>APPL. NOS./ FILE DATE</u>	<u>REG. NOS./ REG DATE</u>	<u>OWNER</u>
HANK 'N EDDIE	NY	25/Clothing		26503 4/5/91	
TFW	NY	25/Suits, sport coats, pants, sweaters and vests		R25891 11/20/89 Ren. Reg. No. R29334	Fishman & Tobin Inc.

3. Unregistered Trademarks

- a. Fishman & Tobin
- b. Fishman and Tobin

- c. Kalikow or any similar or derivative name
- d. Retro Boyz
- e. Public Notices
- f. Centuria
- g. TFW Boys