

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
Evy of California, Inc.		10/20/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MERCHANDISING MANUFACTURING SOURCING INC.		
Street Address:	6996 WARM SPRINGS AVE		
City:	LA VERNE		
State/Country:	CALIFORNIA		
Postal Code:	91750		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85167526	BREAKER JEANSWEAR	
Registration Number:	3167128	JALATE	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5745		
Phone:	2138915031		
Email:	trademark@buchalter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jessie K. Reider, CA Bar No. 237,113		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	Buchalter Nemer, APC		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Jessie K. Reider, CA Bar No. 237,113		
Signature:	/jkr/		
Date:	02/08/2012		
Total Attachments: 3 source=Evy Trademark Assignment - Executed#page1.tif source=Evy Trademark Assignment - Executed#page2.tif source=Evy Trademark Assignment - Executed#page3.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of October 20, 2011 (the "Effective Date") by and between Evy of California, Inc., a California corporation (the "Assignor"), and Merchandising Manufacturing Sourcing, Inc., a California corporation (the "Assignee")

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of October 20, 2011 (the "Asset Purchase Agreement"), providing for, among other things, the sale, conveyance, transfer and delivery by Assignor of all right, title and interest in and to certain Trademarks owned by Assignor; and

WHEREAS, Assignor has agreed to transfer, sell and assign to the Assignee all right, title and interest in and to the mark and/or trade name set forth on Schedule A hereto, together with the goodwill associated therewith (the "Marks") upon receipt of a Final Payment (as such term is defined in the Asset Purchase Agreement).

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title and interest in and to the Mark, together with the goodwill associated with such Marks.
2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from future infringements of the Marks, shall be held and enjoyed by the Assignee and its successors and assigns.
3. Further Assurances. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademark of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademark, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the terms and conditions set forth in Section 8.5 of the Asset Purchase Agreement.
6. Defined Terms. Any defined term not specifically defined herein shall have the meaning specified to it in the Asset Purchase Agreement.
7. Integration. This Agreement, together with the Asset Purchase Agreement and its exhibits and schedules, represents the entire agreement and understanding between the parties concerning the subject matter hereof, and may not be amended except by the written agreement of the parties.
8. Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNEE:

MERCHANDISING MANUFACTURING
SOURCING, INC.
a California corporation

By: 

Name: LEON LIAO

Title: COO

ASSIGNOR:

EVY OF CALIFORNIA, INC.
a California corporation

By: 

Name: KURT KRIESEN

Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

1. JALATE (Registration Number 3167128)
2. BREAKER JEANSWEAR (Serial Number 85167526)