

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Assigns the interest and goodwill of International Class 018 and 025			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	John Heiden		06/01/2012	INDIVIDUAL: UNITED STATES
	Jeri Heiden		06/01/2012	INDIVIDUAL: UNITED STATES
	SMOG Design, Inc	FORMERLY SMOG Partnership	06/01/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA				
Name:	New Yorker S.H.K. Jeans GmbH & Co. KG			
Street Address:	Russeer Weg 101-103			
City:	Kiel			
State/Country:	GERMANY			
Postal Code:	24109			
Entity Type:	Limited partnership with a limited company as general part.: GERMANY			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3362765	SMOG	
CORRESPONDENCE DATA				
Fax Number:	2022939035			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	202-293-5555			
Email:	ck@bcr-dc.com			
Correspondent Name:	Clemens Kochinke			
Address Line 1:	1101 Seventeenth Street NW			
Address Line 2:	Suite 1100			
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036			
DOMESTIC REPRESENTATIVE				
Name:	Clemens Kochinke			
Address Line 1:	1101 Seventeenth Street NW			

900226746

TRADEMARK
 REEL: 004809 FRAME: 0039

OP \$40.00 3362765

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:

Clemens Kochinke

Signature:

/clemens kochinke/

Date:

06/27/2012

Total Attachments: 2

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State of California

County of Los Angeles

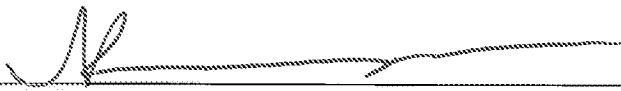
On 06-01-2012 before me Pamela Butler, Notary Public, personally appeared

John Heiden, Jeri Heiden

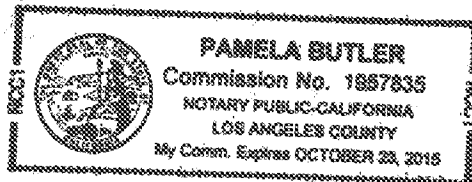
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.



Notary Public (Seal)



TRADEMARK REGISTRATION ASSIGNMENT

WHEREAS, on or about March 19, 1999, a California general partnership consisting of John Heiden and Jeri Heiden ("SMOG Partnership") filed a trademark application for the mark "SMOG" (the "Mark") with the United States Patent and Trademark Office ("USPTO"), which resulted in the issuance of Registration No. 3362765 ("SMOG Trademark Registration");

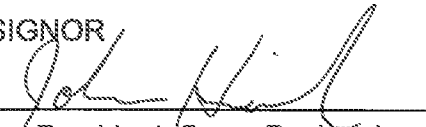
WHEREAS, John Heiden and Jeri Heiden are the sole owners of SMOG Design, Inc., a California corporation;

WHEREAS, SMOG Design, Inc., is the successor to the SMOG Partnership, and has been assigned SMOG Trademark Registration from the SMOG Partnership, although said assignment has not been recorded with the USPTO;

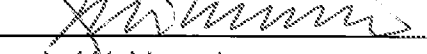
WHEREAS, on or about March 15, 2012, John Heiden, Jeri Heiden and SMOG Design, Inc. (collectively "Assignor"), on the one hand, and New Yorker S.H.K. Jeans GmbH & Co. KG ("Assignee"), on the other hand, entered into a Co-Existence Agreement with respect to the Mark ("Co-Existence Agreement") which, among other things, provides for the Assignment of the SMOG Trademark Registration to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, and assigns, all right, title, and interest in the SMOG Trademark Registration, and the good will symbolized by the Mark only with respect to bags in International Class 018, and to clothing goods in International Class 025 throughout the United States pursuant to the terms of Co-Existence Agreement. Assignor warrants that they are the legal owners of all rights, titles and interests in the SMOG Trademark Registration, that the SMOG Trademark Registration has not been otherwise previously pledged, assigned, or encumbered and that this assignment does not infringe on the rights of any person. Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments and assignments as may be necessary to vest all right, title and interest in and to the aforesaid SMOG Trademark Registration, including, without limitation, recordation of the assignment in the USPTO.

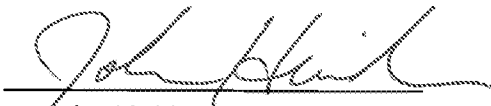
ASSIGNOR

By: 
President, Smog Design, Inc.

Dated: 6/1/2012

By: 
Jeri Heiden

Date: 6/1/2012

By: 
John Heiden

Dated: 6/1/2012