Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

David Mullen, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Millard S. Drexler, Inc.
Internal Address: Suite 3300
Street Address: 345 California Street
City: San Francisco State: CA Zip: 94104

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 14, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
968,685

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kim A. Walker
Internal Address: Willkie Farr & Gallagher LLP
Street Address: 787 Seventh Avenue
City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) $40

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
23-2405

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kim A. Walker — Name of Person Signing
Kim A. Walker — Signature
April 21, 2004 — Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH $40.00 232405 0968685

ASSIGNMENT OF MARKS, TRADEMARK REGISTRATIONS AND GOODWILL

THIS ASSIGNMENT OF MARKS, TRADEMARK REGISTRATIONS AND GOODWILL ("Agreement") is made and entered into as of this 14th day of April, 2004, by and between David Mullen, LLC, a Delaware limited liability company, located at 427 7th Street, Oakmont, Pennsylvania 15139 ("Assignor") and Millard S. Drexler, Inc., a Delaware company, located at 345 California Street, Suite 3300, San Francisco, California 94104 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and applications and registrations therefore set forth on Schedule A hereto (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto enter into this Agreement as follows:

1. Assignment of Rights. Assignor hereby sells, transfers and assigns to Assignee and Assignee's successors and assigns all of Assignor's right, title and interest throughout the world in, to and under the Marks, including without limitation all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to the Marks and all foreign counterparts thereof, together with the right to sue and recover damages and bring other actions for future or past infringements thereof and for other causes of action relating thereto and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Further Assurances. Assignor covenants and agrees that it will, upon the reasonable request of Assignee and at Assignee's cost and expense, take, or cause to be taken, all such other and further action as may reasonably be required in order to effect the assignment contemplated by this Agreement, including executing and delivering, or causing to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to effect the sale, assignment, conveyance and transfer of the Trademarks hereunder; and communicating to Assignee any facts relating to the Trademarks known to Assignor, and testifying in any legal proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademarks or otherwise confirming Assignee's interests in the Trademarks.

3. General Provisions.

(a) This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

(b) The failure of either party to enforce any terms or provisions of this Agreement will not waive any rights under such terms and provisions.

(c) This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile signature and such facsimile signature shall be deemed an original.

(e) This Agreement shall be interpreted and enforced under the laws of the United States, if required, and the laws of the State of Delaware, without regard to any choice of laws or conflict of laws rule thereof, except to the extent federal substantive law is required.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

DAVID MULLEN, LLC

By: David M Mullen
Name: David Mullen
Title: _____

STATE OF New York)
) ss
COUNTY OF New York)

On this 14 day of April, 2004, personally appeared before me David Mullen, known to me to be David Mullen of David Mullen, LLC, who acknowledged that he signed this instrument as a free act on behalf of David Mullen, LLC.

ARLENE S. HONG
NOTARY PUBLIC, State of New York
No. 02HO6057333
Qualified in New York County
My Commission Expires: May 30, 2007

Arlene S. Hong
Notary Public
My commission expires: 5/30/07

AGREED AND ACKNOWLEDGED:

MILLARD S. DREXLER, INC

By: Millard S Drexler
Name: Millard Drexler
Title: Principal

SCHEDULE A

MADEWELL, U.S. Registration Number 968,685, registered September 18, 1973.