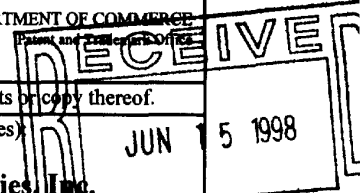


07-10-1998



To the Honorable Commissioner

1. Name of conveying party(ies):

100759354

Tiagi Tabah International Apparel Group
9420 Boulevard L'Acadie
Montreal, Quebec
Canada H4N 1L7

Name: **Global Orbit Industries, Inc.**

Internal Address:

Street Address: **1410 Broadway, 22nd Floor**

City: **New York** State: **New York** ZIP: **10018**

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership

Other **Corporation - Canadian**

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **Florida**

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **May 7, 1998**

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

A. Trademark Application No.(s)

See Exhibit A attached hereto.

B. Trademark registration No.(s)

See Exhibit A attached hereto.

Additional numbers attached? Yes No

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

Name: **Carlos J. Deupi, Esq.**

Internal Address: **Akerman, Senterfitt & Eidson, P.A.**

Street Address: **One S.E. Third Avenue, 27th Floor**

City: **Miami** State: **FL** Zip: **33131-1704**

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41) **\$200**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Carlos J. Deupi

Name of Person Signing

May, 1998

Signature

Date

Total number of pages comprising cover sheet: **2**

OMB No. 0651-0011 (ext. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/09/1998 00000108 1063762

01 FC:481
02 FC:482

40.00 OP
200.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

07/09/1998 000002309
CHECK Brand Totals: \$40.00

TRADEMARK

REEL: 1750 FRAME: 0403

med 605-98

EXHIBIT A

TRADEMARK REGISTRATIONS

<u>Name of Trademark</u>	<u>U.S. Registration Number</u>
Greenstreet	1863762
Orbit	919814
Orbit (and design)	896552
Orbit Naturals	2010633
Orbit Naturals for the Future	2006746
Season Ticket	1868419
The Season Ticket (and design)	1319457
Solei (stylized letters)	1516455
Maxine Brooks	2029436

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of May 7, 1998, by and between **TIAGI TABAH INTERNATIONAL APPAREL GROUP, INC.**, a Canadian corporation (the "Assignor"), and **GLOBAL ORBIT INDUSTRIES, INC.**, a Florida corporation (the "Assignee").

RECITALS

A. Assignor owns the common law trademark rights and the federal registrations of those rights or the applications to federally register those rights in and to the trademarks set forth in **Exhibit A** attached hereto (collectively, the "Trademarks");

B. Assignor desires to grant and Assignee desires to acquire an assignment of the Trademark Rights (as defined below) in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

C. Assignee desires to have its assignment in the Trademarks confirmed by a document identifying that assignment and in a form as may be recorded in the United States Patent and Trademark Office.

TERMS OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement, intending to be lawfully bound, hereby agree as follows:

1. **Assignment.** Assignor does hereby assign unto Assignee all right, title, interest and claims in and to:

(a) the Trademarks, as set forth on **Exhibit A** (including all future royalties or other fees paid or payments made or to be made to Assignor in respect of the Trademarks), and proceeds of any and all of the above, including all common law rights in and to the foregoing, all registrations and applications to register the same and all licenses for the use thereof (collectively, the "Trademark Rights");

(b) the goodwill connected with and symbolized by such Trademark Rights, including all quality control documentation and all documents constituting or concerning the past, current or proposed advertising and promotion of the products sold under or in connection with such Trademark Rights (being referred to hereinafter in this Agreement as the "Goodwill"); and

(c) existing and future profits and damages for past and future infringements of the Trademark Rights (which rights, interests and claims being referred to in this Agreement

as "Claims," and the Trademark Rights, Goodwill and Claims being collectively referred to as the "Trademark Property").

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its sole discretion) but for the benefit of Assignee (a) to endorse and/or file of record, all assignments, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Trademark Property, (b) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Trademark Property as provided herein, (c) to defend or compromise any and all actions, suits or proceedings in respect of the Trademark Property and to do all things in relation thereto as Assignee shall deem advisable, and (d) to take all action which Assignee may deem proper in order to provide for Assignee the benefits of the Trademark Property. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the Assignee, and shall survive the execution and delivery of this Agreement. Assignor hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **Entire Agreement.** This Agreement (including the Exhibit attached hereto) contains the entire understanding of the parties in respect of their subject matter and supersedes all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter. The Exhibit attached hereto constitutes a part of this Agreement as though set forth in full herein.

4. **Amendment: Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other. Time shall be of the essence in this Agreement.

5. **Binding Effect.** The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any person other than the parties to this Agreement and their permitted assigns any legal or equitable rights hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Applicable Law and Jurisdiction.** This Agreement shall be governed by, and shall be construed, interpreted and enforced in accordance with, the laws of the State of Florida applicable to agreements executed and to be wholly performed within such state. Any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought in the courts of Miami-Dade County, Florida or in the U.S. District Court for the Southern District of Florida and each party hereby irrevocably accepts and consents to the exclusive personal jurisdiction of those courts for the purpose of any suit, action or proceeding. In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in Miami-Dade County, Florida or in the U.S. District Court for the Southern District of Florida, and hereby irrevocably waives any claim that any suit, action or proceeding brought in Miami-Dade County, Florida or in such District Court has been brought in an inconvenient form.

[Signatures on following pages]

