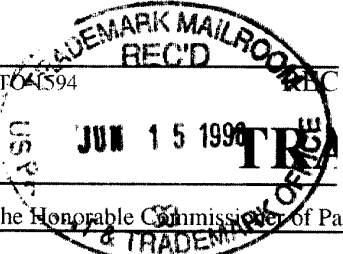


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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Y

FORM PTO-1594 6/93

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

1. Name of conveying party(ies):
 SHAFER & BOWERS COMPANY *6-15-98*

____ Individual(s) ____ Association
 General Partnership ____ Limited Partnership
 ____ Corporation - State
 ____ Other _____

Add'l name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: SHAFER BOWERS CORPORATION
 Internal Address: _____
 Street Address: 715 South Lamar Street
 City: Los Angeles State: CA ZIP: 90031

____ Individual(s) citizenship ____
 ____ Association ____
 ____ Limited Partnership ____
 Corporation - State California
 ____ Other: _____

3. Nature of conveyance:
 Assignment ____ Merger
 ____ Security Agreement ____ Change of Name
 ____ Other _____

Execution Date: June 9, 1998

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 1,693,175

Additional numbers attached? ____ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Norman Zafman, Esq.
 Internal Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

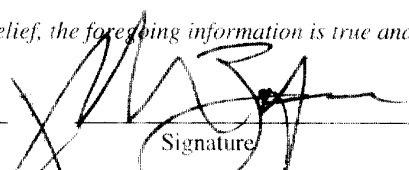
6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41)..... \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666

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.

Norman Zafman, Esq.  June 10, 1998
 Signature Date

07/10/1998 **DNHUYEN** 00000037 1693175
 01 FC:481 40.00 (DP) Total number of pages including cover sheet, attachments, and document: _____

ASSIGNMENT OF TRADEMARK
AND
UNITED STATES REGISTRATION THEREOF

WHEREAS, Shafer & Bowers Company, a general partnership formed under the laws of the State of California, comprising Jeffrey Shafer and Ty Bowers, having a principal place of business at 715 S. Lamar Street, Los Angeles, California 90031 ("ASSIGNOR"), acquired, adopted and used, and thereby, owns all rights, title and interests in and to the trademark "VORTEC" for men's and boys' sportswear, namely, tops, t-shirts, sweatshirts, jackets, tank tops bottoms, pants, sweatpants, shorts and athletic shoes (the "Mark") and is the owner of a federal registration of the Mark; namely, United States Registration No. 1,693,175, Issued June 9, 1992 (the "Registration"); and

WHEREAS, Shafer Bowers Corporation, a corporation formed under the laws of the State of California, having a principal place of business at 715 S. Lamar Street, Los Angeles, California 90031 ("ASSIGNEE"), is desirous of acquiring the entire rights, title and interest in and to the Mark and the Registration thereof, and the goodwill associated with the Mark, and ASSIGNOR is willing to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the Registration thereof.

ASSIGNOR hereby represents and warrants that (i) It is the sole owner of the Mark and the goodwill associated therewith and the Registration thereof; (ii) the Registration thereof was not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code; (iii) the United States Registration thereof is not the subject of any cancellation proceeding in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the Mark; (v) it is not aware of any third party who has asserted a claim of any

ownership right, title and interest in the Mark and/or the Registration, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark and/or Registration which would be breached or otherwise violated by the foregoing assignment of the Mark and Registration. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth herein.


ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Mark and Registration.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever; (ii) provide whatever information may be required to carry out the terms and intent of this Assignment; and (iii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, whereby ASSIGNEE's ownership of the Mark and Registration is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by a duly authorized officer on the date indicated below.

Shafer & Bowers Company
("ASSIGNOR")

Date: June 6, 1998

By: 
Jeffrey Shafer, Partner