

02-27-2001



101621381

2-13-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error

Conveyance Type

- Assignment
- Security Agreement
- License
- Nunc Pro Tunc Assignment

Reel # _____ Frame # _____

- Change of Name
- Other

Effective Date
Month Day Year
10051998

Corrective Document

Reel # _____ Frame # _____

75491728

Conveying Party

Mark if additional names of conveying parties attached

Name: **Gerry Sportswear Company**

Effective Date
Month Day Year

Formerly:

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Washington

Receiving Party

Mark if additional names of conveying parties attached

Name **GY Acquisition Company LLC**

DBA/AKA/TA

Composed of

Address (line 1) **350 Fifth Avenue, 14th Floor**

Address (line 2)

Address (line 3) **New York**

New York

10118

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other **Limited Liability Company**
- Citizenship/State of Incorporation/Organization

Delaware

If document to be recorded is an assignment and the Receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document for Assignment)

FOR OFFICE USE ONLY

02/23/2001 DBYRNE 00000157 75491728

01 FC:481 40.00 OP
02 FC:482 375.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gather the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002241 FRAME: 0100

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

FEB 13 2001

Correspondent Name and Address

Enter for the First Receiving Party only.

Name **Sandra Edelman**
Address (line 1) **Dorsey & Whitney LLP**
Address (line 2) **250 Park Avenue, 15th Floor**
Address (line 3) **New York, NY 10177**
Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including #
any attachments.

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)		
75491728	2114370	1833884	742640
	1729483	952492	954759
	1184786	1346366	1940158

Number of Properties Enter the total number of properties involved **16**

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): **\$415.00**

Method of Payment: Enclosed Deposit Account

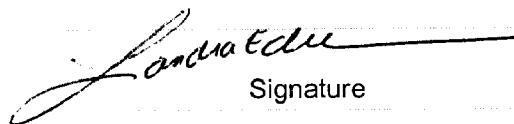
(enter for payment by deposit account or if additional fees can be charged to the account.) # _____

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing instrument is true and correct and any attached copy is true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sandra Edelman
Name of Person Signing



Signature

2/12/01
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **Gerry Sportswear Company**

Formerly

- Individual General Partnership Limited Partnership Corporation Association
 Other
 Citizenship/State of Incorporation/Organization **Washington**

Receiving Party

Enter Additional Receiving Party

Mark if additional names of conveying parties attached

FEB 13 2001

Name **GY Acquisition Company LLC**

DBA/AKA/TA

Composed of

Address (line 1) **350 Fifth Avenue, 14th floor**

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Address (line 3) **New York**

New York

10118

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Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 Other **Limited Liability Company**
 Citizenship/State of Incorporation/Organization **Delaware**

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1909358

1407702

2269545

1734957

1700640

1025298

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT, dated the 5th day of October, 1998.

WHEREAS, Gerry Sportswear Company (hereinafter referred to as ASSIGNOR), a Washington corporation, is the owner of rights in trademarks in the United States, and in foreign countries where rights for such trademarks have been established by use, of United States applications for trademark registration and trademark registrations and of foreign applications for trademark registration and trademark registrations; such trademarks which are the subject of the rights acquired through use, such applications, and such registrations set forth in the SCHEDULE OF TRADEMARKS annexed hereto and made part hercof (hereinafter the TRADEMARKS); together with the right to sue for past infringement thereof; and

and
WHEREAS, GY Acquisition Company, LLC (hereinafter referred to as ASSIGNEE), a Delaware limited liability company ^{350 Fifth Ave., 14th Floor} ~~corporation~~ having its principal office at New York, NY 10118, is desirous of acquiring all the right, title and interest of ASSIGNOR in, to and under the TRADEMARKS, together with the goodwill of the business associated with the TRADEMARKS; and

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns its entire right, title and interest in and to the TRADEMARKS, the rights established by use and the United States and foreign registrations and applications, together with the goodwill of the business associated with the TRADEMARKS, the trademark rights established by use and the United States and foreign registrations and applications; and

ASSIGNOR does also hereby sell, assign and transfer unto ASSIGNEE, its successors and assigns all claims for damages by reason of past infringement of the TRADEMARKS, the trademark rights established by use, the registrations and applications, and the right to sue for and collect the same; and

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to record the rights to trademarks, registrations, applications and title thereto, to record the right to trademarks, registrations and applications listed in the annexed SCHEDULE OF TRADEMARKS as the property of ASSIGNEE; and

ASSIGNOR further agrees to carry out in good faith the intent and purpose of this assignment and to execute such further assignment documents and related documents, as may be

reasonably requested by ASSIGNEE to evidence any or all of the assignments herein made and to record ASSIGNEE as the owner of the rights herein assigned including, without limitation, authorizations to record documents relating to title, powers of attorney, appointments of local representative, certificates of nationality, documents relating to corporate capacity, documents relating to signatory authority, documents relating to the authority to make the herein described assignment; the powers of attorney and authorizations for recordation of any change of name or merger involving ASSIGNOR or its predecessors.

Without diminishing the right to have documents executed by ASSIGNOR, ASSIGNOR hereby grants to ASSIGNEE an irrevocable, good and sufficient power of attorney to execute on behalf of ASSIGNOR such documents as ASSIGNEE may reasonably require to evidence any or all of the assignments herein made and to record ASSIGNEE as the owner of the rights herein assigned, including, without limitation, assignment documents identifying specific rights herein assigned, including the trademarks, trademark applications and trademark registrations set forth on the attachments hereto.

Without diminishing the right to have documents executed by ASSIGNOR, ASSIGNOR hereby further grants to ASSIGNEE a special and sufficient power of attorney to ask on ASSIGNOR'S behalf for the annulment, cancellation, and/or withdrawal of any trademark application, including any registration issuing thereon, and any trademark registration, including renewals thereof, herein assigned.

ASSIGNOR agrees to cooperate, at ASSIGNEE'S expense, by providing such assistance and documents and things as ASSIGNEE may reasonably request in connection with the filing and prosecution of any applications relating to the trademarks and trademark rights herein assigned and maintaining, enforcing, and defending any rights in the trademarks, trademark applications, and trademark registrations herein assigned.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused the hands of their proper officers to be subscribed hereto.

October , 1998
Date

ASSIGNOR *Gerry Sportswear Company*

by *Stephen D. Anderson* President

October , 1998
Date

ASSIGNEE *GY ACQUISITION COMPANY, LLC*

by *F. [Signature]*, CHAIRMAN

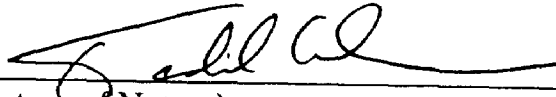
(both signatures to be notarized)

ACKNOWLEDGEMENT TO ASSIGNMENT OF TRADEMARKS

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

I certify that I know or have satisfactory evidence that Frederick R. Shvets is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the ~~Chairman~~ of GY ACQUISITION COMPANY, LLC, a Delaware limited liability company, to be the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

1998 WITNESS my hand and official seal hereto affixed this 5th day of October,



(Signature of Notary)

Todd Culver

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of New York

My Appointment Expires: 9-2-99

TODD CULVER
Notary Public, State of New York
No. 01CU5084184
Qualified in New York County
Commission Expires Sept 02, 1999

TODD CULVER
Notary Public, State of New York
No. 01CU5084184
Qualified in New York County
Commission Expires Sept 02, 1999

Schedule A

<u>Mark</u>	<u>Registration No.</u>
BOMBSHELL AND DESIGN	2,114,370
COLORADO CLASSICS	1,729,483
COMFY	1,184,786
FARWEST	1,833,884
G AND DESIGN	952,492
G GERRY AND DESIGN	1,346,366
GERRY	742,640
GERRY	954,759
GERRY	1,940,158
GERRY	1,909,358
GERRY G AND DESIGN	1,407,702
MAMBOSOK	1,734,957
MAMBOSOK	1,700,640
RUSTIKIDS	2,269,545
TEMPCO	1,025,298

<u>Mark</u>	<u>Application No.</u>
MAMBINO	75/491,728

SCHEDULE OF TRADEMARKS

Marks Used

All trademarks associated with the GERRY product line.

All trademarks associated with the TEMPCO product line.

All trademarks associated with the COMFY product line.

All trademarks associated with the MAMBOSOK product line.

All trademarks associated with the ROFFE product line.

All trademarks associated with the DEMETRE product line.

All trademarks associated with the RUSTKIDS product line.

All trademarks associated with the BOMBSHELL product line.

ACKNOWLEDGEMENT TO ASSIGNMENT OF TRADEMARKS

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JEFFREY D. ANDERSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of GERRY SPORTSWEAR COMPANY, a Washington corporation, to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

1998 WITNESS my hand and official seal hereto affixed this 2ND day of Oct,

M. M. Fleming

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington
My Appointment Expires: 12.31.98

