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| Resubmission (Non-Recordation) Document ID # Correction of PTO Error Reel # Frame # Corrective Document Reel # Frame # Conveying Party | Security Agreement Merger Change of Name Other Mark if additional names of conveying parties attached Execution Date Month Day Year Execution Date Month Day Year |
| Name Esquivel Apparel | 12202001 |
| Formerly Individual General Partnership Other | Limited Partnership X Corporation Association |
| X Citizenship/State of Incorporation/Organiz | zation California |
| Receiving Party | Mark if additional names of receiving parties attached |
| Name Esquivel Designs, LLC | |
| DBA/AKA/TA | |
| Composed of | |
| Address (line 1) 123 A. South Grand Avenue | |
| Address (line 2) | |
| Address (line 3) Anaheim | CA 92804 |
| Individual General Partnership Corporation Association **Other Limited Limited Company** | State/Country Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of ado mestic representative should be attached. (Designation must be a separate document from Assignment.) |
| Citizenship/State of Incorporation/Organiz | zation Nevada |
| 02 LNUELLER 00000065 76066259 / FO | OR OFFICE USE ONLY |

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

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| Correspond | dent Name and Address Area Code and | Telephone Number 702-792-3773 | |
| Name | Dana B. Robinson, Esq. | | |
| Address (line 1) | Quirk & Tratos | | |
| Address (line 2) | 3773 Howard Hughes Parkway | | |
| Address (line 3) | Suite 500N | | |
| Address (line 4) | Las Vegas, NV 89109 | | |
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| STATE OF NEVADA |) | |

TRADEMARK ASSIGNMENT

WHEREAS, Esquivel Apparel, a California corporation with his principal place of business at 123 A South Grand Ave., Santa Ana, CA 92804, is the owner of the following trademark and federal trademark application:

Trademark

Application No.

Application Date

ESQUIVEL

76/066,259

June 7, 2000

and WHEREAS, Esquive Designs, LLC, a Nevada limited liability company whose principal place of business is 123 A South Grand Ave., Anaheim, CA 92804, has acquired the ESOUIVEL trademark and application, and goodwill associated with the ESQUIVEL trademark described herein:

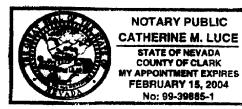
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Esquivel Apparel hereby transfers and assigns to Esquivel Designs, LLC all of its right, title, and interest in said trademark and trademark application, along with the goodwill represented by the trademark and trademark application.

Effective this 2 day of December, 2001.

ESQUIVEL APPAREL

Sworn before me this & day of Wecember

Notary in and for said state and county



RECORDED: 01/31/2002

TRADEMARK REEL: 002582 FRAME: 0060