

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CB Sports (Holdings) Ltd.		03/15/2005	CORPORATION: HONG KONG
RECEIVING PARTY DATA			
Name:	CB Apparel LLC		
Street Address:	485-11 South Broadway		
City:	Hicksville		
State/Country:	NEW YORK		
Postal Code:	11801		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2816472	CB SPORTS	
CORRESPONDENCE DATA			
Fax Number:	(516)228-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	gsesq600@aol.com		
Correspondent Name:	Stanley R. Goodman		
Address Line 1:	666 Old Country Road		
Address Line 4:	Garden City, NEW YORK 11530		
NAME OF SUBMITTER:	Stanley R. Goodman		
Signature:	/SRG/		
Date:	04/14/2005		

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is by and between CB SPORTS (HOLDINGS) LTD., a Hong Kong corporation, having a place of business located at Hong Kong Industrial Centre, Block B, 10/F., B11, 489-491 Castle Peak Road, Kowloon, Hong Kong SAR ("Assignor") and CB Apparel LLC, a New York limited liability corporation, having a place of business located at 485-11 S. Broadway, Hicksville, New York 11801 ("Assignee").

WHEREAS, Assignor is the owner of the trademark in and to the terms, CB and CB SPORTS, however rendered, when used in connection with apparel and related apparel accessories (including all right, title, and interest in and to that certain U.S. Patent and Trademark Office trademark registrations bearing Serial Number 76/477,327, along with all goodwill and business associated thereof (the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire the entire right, title, and interest (excluding China and Hong Kong) in the Trademark, along with all goodwill therein for the total purchase price of US\$600,000.00 (six-hundred thousand dollars), payable by wire transfer to the following account immediately prior to the signing of this Agreement.

SWIFT: UBHKHKHH

Bank Name: Industrial and Commercial Bank of China (Asia) Ltd., Hong Kong

Beneficiary Name: CB Sports (Holdings) Ltd.

Account Number: 861-056-00869-5

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title, and interest Assignor may have (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark, along with all goodwill of the business in connection with which the Trademark is used. Assignor further irrevocably assigns to Assignee all right, title, and interest that Assignor may have in any particular stylization or rendering of the Trademark, including all rights of copyright in and to the designs developed for use with the Trademark. A copy of the Trademark registration is attached hereto.

2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest in the Trademark;
- (c) The Trademark is free of any liens, security interests, and encumbrances;
- (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms; and



3. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor:

- (a) Assignee has the right, power and authority to enter into this Agreement;
- (b) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (c) Assignee is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts. Both parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement; to confirm, effect, enable, or evidence the assignment herein and the full enjoyment by Assignee of the rights, title, and interest transferred herein; and to effect recordal of the assignment to and ownership by Assignee of the Trademark; all at the expense of the Assignee.

9. Governing Law and Forum Selection. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the state of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.



"ASSIGNOR"
CB SPORTS (HOLDINGS) LIMITED


Kenny Cheng

Director

Date: 2/26/05

"ASSIGNEE"
CB APPAREL LLC


Arnold Goldstein

Title: Member

Date: 3/15/05


Steve Schneider

Title: Member

Date: 3/18/05


Karen Castles Gray

Title: Member

Date: 3/15/05


Jeff Goldfarb

Title: Member

Date: 3/15/05