

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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TRADEMARK

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

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- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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 from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

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Mail documents to be recorded with required cover sheet(s) information to:
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CH \$116.00 082456 1B22911

FORM PTO-1618B
Expires 08/30/99
OMB 0551-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1822911"/>	<input type="text" value="2677140"/>	<input type="text" value="1027396"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1822912"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

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

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

STEWART L. GITLER

7-24-2006

Name of Person Signing

Signature

Date Signed

TRADEMARK

REEL: 003354 FRAME: 0182

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*") is made effective as of June 30, 2006, by and among King Louie International, Inc., a Kansas corporation ("*Seller*") and Zorrel International, Inc., a Nevada corporation ("*Purchaser*").

Seller and Purchaser are parties to that certain Asset Purchase Agreement (the "*Purchase Agreement*") effective as of June 9, 2006, under which Purchaser has the right to obtain certain assets from Seller, subject to certain obligations of Seller. This Assignment is the trademark assignment required under Section 5.2(e) of the Purchase Agreement.

Therefore, in consideration of the mutual promises contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Assignment without definition have the meanings ascribed to them in the Purchase Agreement (which meanings are incorporated into this Assignment by this reference).

2. **Trademark Assignment.** Seller assigns to Purchaser, and Purchaser receives and accepts, all of Seller's right, title and interest in and to the trademarks and tradenames described on the attached Schedule A (the "*Marks*"), including, without limitation (a) all goodwill associated with the Marks, and all goodwill associated with the goods or services to which the Marks pertain; (b) all registrations, and applications for registrations, for the Marks, and any renewals thereof; (c) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Marks; (d) all income, royalties, damages and other payments now and hereafter due and payable with respect to the Marks; and (e) all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Mark.

3. **General Provisions.**

(a) **Amendments and Waivers.**

(i) Any provision of this Assignment may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective.

(ii) No failure or delay by any party in exercising any right, power or privilege under this Assignment will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) **Successors and Assigns.** This Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and

assigns. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Assignment (including any transfer by way of merger or operation of law) without the consent of each other party to this Assignment.

(c) No Third-Party Beneficiaries. Except as provided in Article XIV and Section 15.4 of the Purchase Agreement, this Assignment is for the sole benefit of the parties to this Assignment and their permitted successors and assigns, and nothing expressed or implied in this Assignment will give or be construed to give to any Person, other than the parties to this Assignment and such permitted successors and assigns, any legal or equitable rights under this Assignment.

(d) Governing Law. This Assignment will be governed solely by, and construed solely in accordance with, Missouri law as it applies to contracts entered into and performed wholly within Missouri, regardless of the Laws that might otherwise govern under principles of conflict of laws thereof.

(e) Counterparts. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party or parties. The exchange of copies of this Assignment and of signature pages by facsimile transmission will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the originally signed Assignment for all purposes. Signatures of the parties transmitted by facsimile will be deemed to be their original signatures for all purposes.

(f) Headings. The headings in this Assignment are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Assignment.

(g) Entire Agreement. This Assignment (along with the Purchase Agreement, Schedules, Exhibits, the Ancillary Agreements and other documents, instruments and certificates delivered under the Purchase Agreement) (i) supersedes all prior agreements, whether written or oral, between the parties with respect to its and their subject matter (including (1) any letter of intent between Purchaser and Seller and (2) any verbal discussions between Purchaser and any of its Representatives, on the one hand, and the Seller and its Representatives, on the other hand) and (ii) constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its and their subject matter.

(h) Severability. If a court of competent jurisdiction holds any provision of this Assignment or the application of any such provision to any Person or circumstance to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Assignment (or the application of such provision in other jurisdictions or to Persons or circumstances other than those to which it was held to be invalid, illegal or unenforceable) will in no way be affected, impaired or invalidated, and to the extent permitted by applicable Law any such provision will be (i) restricted in applicability or reformed to the minimum extent required for such provision to be enforceable, and (ii)

interpreted and enforced to give effect to the original written intent of the parties before the determination of such invalidity or unenforceability.


(i) Further Assurances. Seller and Purchaser will execute and deliver upon request from time to time after the date of this Assignment, without further consideration, such other documents, certificates, agreements and other writings, and take such other actions, that are necessary to consummate or implement more effectively the transactions contemplated under this Assignment.

(j) Relation to Purchase Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment in any way supersedes, modifies, replaces, amends, changes, rescinds, waives, exceeds, expands, enlarges or in any way affects the provisions of the Purchase Agreement, including, without limitation, any warranty, representation, covenant, agreement, condition, obligation or right, all of which survive both the Closing under the Purchase Agreement and the execution and delivery of this Assignment. This Assignment will be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

Each of the parties has executed this Assignment, or caused it to be duly executed on its behalf, effective as of the day and year first above written.


SELLER:

KING LOUIE INTERNATIONAL, INC.

By: 
Name: Brent Hackworth
Title: PRESIDENT

PURCHASER:

ZORREL INTERNATIONAL, INC.

By: 
Name: Eric LGG
Title: President

SCHEDULE A

Trademarks

TimeOut (and design) #1822911

TimeOut for Her #2677140

Time Out #1027396

TimeOut #1822912

SCHEDULE 6.12(a)**Intellectual Property Rights****Domain Name:**

www.timeoutapparel.com

Trademarks:

TimeOut (and design) #1822911

TimeOut for Her #2677140

Time Out #1027396

TimeOut #1822912

(Note: King Louie America, LC will cease using TimeOut for Her labels in its domestic Ladies garments. They will be allowed to ship garments already finished garments {approximately 12,000 units} with this label.)

All tapes and artwork for Import/TimeOut customers and apparel.

All photos and catalogs shots for imported items.

Lettering plant PASSPORT system for embroidery files.

Books and Records (to the extent stored electronically in any media, but excluding any books and records that are Excluded Assets) relating to the Purchased Assets and the Assumed Liabilities, including, all customer, supplier and distributor files and lists, sales information, plant and equipment maintenance and warranty information, operating manuals, correspondence with any customers, suppliers, distributors, employees or Governmental Authorities from or after January 1, 2004, personnel records related to the Hired Employees, and any other reports, promotional materials, marketing studies, plans and documents prepared by or on behalf of Seller related to the Business, the Purchased Assets or the Assumed Liabilities).

Intellectual Property rights transferred to King Louie America, LC and not included in this transaction:

Qantel Software (including Seller's software located at Seller's Grandview, Missouri facility) which will be available for use by Purchaser until July 31, 2006.

Domain name:

"www.kinglouie.com"

TRADEMARK

REEL: 003354 FRAME: 0187

Trademarks:

King Louie, #2766869
King Louie Made in America (stylized), #2705375
King Louie International (stylized), #2809107
King Louie (and Design), #839322
King Louie (and Design), #827677
King Louie (and Design), #606106
Bowler on the collar

Trade names:

King Louie
King Louie Enterprises
King Louie International
King Louie-Made in America
Lerner Brothers
Lerner Brothers Manufacturing Company
Lerner Bros. Mfg. Co., Inc.

Books and Records (to the extent stored electronically in any media, but excluding any books and records that are Excluded Assets) relating to the Purchased Assets and the Assumed Liabilities, including, all customer, supplier and distributor files and lists, sales information, plant and equipment maintenance and warranty information, operating manuals, correspondence with any customers, suppliers, distributors, employees or Governmental Authorities from or after January 1, 2004, personnel records related to the Hired Employees, and any other reports, promotional materials, marketing studies, plans and documents prepared by or on behalf of Seller related to the Business, the Purchased Assets or the Assumed Liabilities).

Tapes and artwork for Domestic Customers; Photos and catalog shots from Domestic Styles; Bowler on the Collar; Phone number 1-800 521-5212 and ASI #64860.



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Word Mark	TIMEOUT
Goods and Services	IC 025, US 039. G & S: activewear clothing; namely, T-shirts, jerseys, shorts, and fleece clothing; namely, sweat shirts, sweat pants, tops, and bottoms. FIRST USE: 19920100. FIRST USE IN COMMERCE: 19920100
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	17.01.04 - Sundials 26.01.21 - Circles that are totally or partially shaded. 26.05.21 - Triangles that are completely or partially shaded 27.03.01 - Geometric figures forming letters or numerals 27.03.05 - Objects forming letters or numerals
Serial Number	74396569
Filing Date	June 1, 1993
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	November 30, 1993
Registration Number	1822911
Registration Date	February 22, 1994
Owner	(REGISTRANT) King Louie International, Inc. DBA TimeOut CORPORATION KANSAS 13500 15th Street Grandview MISSOURI 64030

Attorney of Record BRYAN P. STANLEY
Prior Registrations 1027396;1053961
Description of Mark The drawing is lined for the colors blue, gray and red.
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20030703.
Renewal 1ST RENEWAL 20030703
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark	TIMEOUT
Goods and Services	IC 025. US 039. G & S: activewear clothing; namely, T-shirts, jerseys, shorts; and fleece clothing; namely, sweat shirts, sweat pants, tops, and bottoms. FIRST USE: 19920100. FIRST USE IN COMMERCE: 19920100
Mark Drawing Code	(1) TYPED DRAWING
Design Search Code	
Serial Number	74396570
Filing Date	June 1, 1993
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	November 30, 1993
Registration Number	1822912
Registration Date	February 22, 1994
Owner	(REGISTRANT) King Louie International, Inc. DBA TimeOut CORPORATION KANSAS 13500 15th Street Grandview MISSOURI 64030
Attorney of Record	BRYAN P. STANLEY
Prior Registrations	1027396;1053961
Type of Mark	TRADEMARK
Registrar	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20030703.

**Renewal
Live/Dead
Indicator**

**1ST RENEWAL 20030703
LIVE**

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TARR Status | **ASSIGN Status** | **TDR** | **TTAB Status** (Use the "Back" button of the Internet Browser to return to TESS)

Word Mark	TIME OUT FOR HER
Goods and Services	IC 025. US 022 039. G & S: Clothing, namely shirts, t-shirts, shorts, pants, tops, bottoms, jerseys, vests, caps, hats, pullovers, jackets, coats and skirts. FIRST USE: 20010131. FIRST USE IN COMMERCE: 20010131
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.01.01 - Circles as carriers or as single line borders 26.05.21 - Triangles that are completely or partially shaded
Serial Number	76335637
Filing Date	November 8, 2001
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	October 29, 2002
Registration Number	2677140
Registration Date	January 21, 2003
Owner	(REGISTRANT) King Louie International, Inc. CORPORATION KANSAS 13500 15th Street Grandview MISSOURI 64030
Attorney of Record	Bryan P. Stanley

Prior Registrations 1027396;1822911;1822912
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FOR HER" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark TIME OUT
Goods and Services IC 025. US 039. G & S: SLACKS, WALK SHORTS, SHIRT JACKETS AND SPORT COATS. FIRST USE: 19730703. FIRST USE IN COMMERCE: 19730703
Mark Drawing Code (1) TYPED DRAWING
Design Search Code
Serial Number 73003848
Filing Date November 7, 1973
Current Filing Basis 1A
Original Filing Basis 1A
Change in Registration CHANGE IN REGISTRATION HAS OCCURRED
Registration Number 1027396
Registration Date December 16, 1975
Owner (REGISTRANT) FARAH MANUFACTURING COMPANY, INC. CORPORATION TEXAS 8889 GATEWAY WEST EL PASO TEXAS 79985

(LAST LISTED OWNER) KING LOUIE INTERNATIONAL, INC. CORPORATION ASSIGNEE OF KANSAS 13600 15TH STREET GRANDVIEW KANSAS 64030
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Kyle L Elliott
Type of Mark TRADEMARK
Register PRINCIPAL

Affidavit Text SECT 8 (6-YR).
Renewal 1ST RENEWAL 19960201
Live/Dead
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