

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Faded Glory Arkansas, Inc.		03/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wal-Mart Stores, Inc.
Street Address:	702 S.W. 8th Street
City:	Bentonville
State/Country:	ARKANSAS
Postal Code:	72716
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2594624	FADED GLORY JEANS COMPANY
Registration Number:	2331134	FADED GLORY
Registration Number:	2105090	FADED GLORY
Registration Number:	2100192	FITS THE WAY AMERICA LIVES
Registration Number:	2041473	FADED GLORY
Registration Number:	2036245	FADED GLORY
Registration Number:	0992894	FADED GLORY
Registration Number:	2412981	NU TECH FLEECE
Registration Number:	2636712	GLORY GIRLS CLUB

CORRESPONDENCE DATA

Fax Number: (202)861-1783  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: trademarks@bakerlaw.com, rroby@bakerlaw.com  
 Correspondent Name: Rebecca Roby, c/o Baker & Hostetler LLP

CH \$240.00 2594624

Address Line 1: 1050 Connecticut Ave., NW  
Address Line 2: Washington Square, Suite 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	25034-0046
NAME OF SUBMITTER:	Rebecca L. Roby
Signature:	/rlr/
Date:	04/06/2007

**Total Attachments: 8**  
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made this 30<sup>th</sup> day of March, 2007 by Faded Glory Arkansas, Inc., a Delaware corporation ("Assignor") in favor of Wal-Mart Stores, Inc., a Delaware corporation ("Assignee"):

**RECITALS**

WHEREAS, Assignor and Assignee are parties to that certain Trademark Purchase Agreement dated as of February 13, 2007 (the "Purchase Agreement"), which Agreement provides, *inter alia*, for the sale by Assignor to Assignee and the purchase by Assignee from Assignor of all of Assignor's right, title and interest in the trademarks set forth on Schedule 1 hereto and all variations and derivations thereof, and all applications and registrations incorporating "Faded Glory" in any form whatsoever (collectively, the "Marks").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Incorporation of Purchase Agreement. The Purchase Agreement is hereby incorporated herein in its entirety by this reference thereto.
2. Assignment of Marks. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee free and clear of all liens, security interests and other encumbrances, all of its entire right, title and interest in and to the Marks and (a) any renewals thereof, (b) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) the goodwill of Assignor's business connected with and symbolized by the Marks. Assignor acknowledges that the list attached hereto as Schedule A is not necessarily exhaustive and any Mark not included therein is to be included under this Assignment without limitation if such Mark is included in the "Assigned Trademarks" as such term is defined in the Purchase Agreement.
3. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.
4. Cumulative Remedies; Effect on Agreement. All of Assignee's rights and remedies with respect to the Marks, whether established hereby or by the Purchase Agreement or any Ancillary Document (as such term is defined in the Purchase Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Purchase Agreement but rather is intended to

facilitate the assignment of the Marks to Assignee and the recordation of such assignment in the United States Patent and Trademark Office and applicable foreign bodies.


5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Arkansas and the United States of America.

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first above written.

ASSIGNOR

FADED GLORY ARKANSAS, INC.

By:   
Name: Avi Dayan  
Title: President

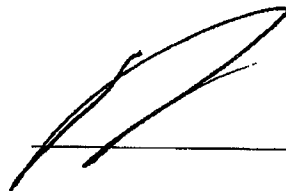
STATE OF NEW YORK )

) SS.

COUNTY OF NEW YORK )

On this 7<sup>th</sup> day of Jul, 2007, before me, a Notary Public, personally appeared Avi Dayan to me known to be the person described in and who executed the foregoing Trademark Assignment on behalf of Faded Glory Arkansas, Inc., a Delaware corporation ("Faded Glory"), and acknowledged that he executed the same by authorization of the Board of Directors of Faded Glory, and he acknowledged the instrument to be the free act and deed of Faded Glory.

[SEAL]






Notary Public

**RANDY M. FRIEDBERG**  
Notary Public State of New York  
No. 02FR5157116  
Qualified in New York County  
Commission Expires December 4, 2010



SCHEDULE 1

MARKS

Trademark	Country	Reg No./Serial No.	Status
FADED GLORY JEANS COMPANY	U.S.	2,594,624	Registered
FADED GLORY	U.S.	2,331,134	Registered
FADED GLORY	U.S.	2,105,090	Registered
	U.S.	74/405,089	Abandoned
FADED GLORY	U.S.	2,235,970	Cancelled
FADED GLORY	U.S.	2,080,366	Cancelled
FITS THE WAY AMERICA LIVES	U.S.	2,100,192	Registered
FADED GLORY	U.S.	2,041,473	Registered
	U.S.	2,036,245	Registered
FADED GLORY	U.S.	992,894	Registered
	U.S.	1,974,117	Cancelled
NU TECH FLEECE	U.S.	2,412,981	Registered
GLORY GIRLS CLUB	U.S.	2,636,712	Registered
GLORY GIRLS	U.S.	75/587,146	Abandoned
GLORY JEANS	U.S.	75/559,759	Abandoned
OLD GLORY	U.S.	74/321,077	Abandoned

TRADEMARK

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Trademark	Country	Reg. No./Serial No.	Status
FADED GLORY	U.S.	73/364,122	Abandoned
FADED GLORY	U.S. - Puerto Rico	37084	
FADED GLORY	Argentina	1881457	Abandoned
FADED GLORY	Australia	A602774	Lapsed
FADED GLORY	Benelux	533006	Lapsed
FADED GLORY	Bolivia	069650	
FADED GLORY	Brazil	7586431	
FADED GLORY	Canada	TMA410567	Registered
FADED GLORY	Canada	728390	Abandoned
FADED GLORY	Canada	740890	Abandoned
FADED GLORY (stylized)	Canada	740889	Abandoned
	Canada	TMA501479	Registered
	Canada	TMA515180	Registered
Windmill Design	Canada	764882	Abandoned
FADED GLORY	Chile	244367	
FADED GLORY	China	737961	
FADED GLORY	Colombia	95030300	

Trademark	Country	Reg. No./Serial No.	Status
FADED GLORY	Egypt	089382	
FADED GLORY	France	92439122	
FADED GLORY	Germany	F041854	Lapsed
FADED GLORY	Honduras	95007766	
FADED GLORY	Hong Kong	9217071	Expired
FADED GLORY (with design)	Hong Kong	9409680	Expired
FADED GLORY (with design)	Hong Kong	9409683	Expired
FADED GLORY	Hungary	139518	Lapsed
FADED GLORY	Israel	087484	
FADED GLORY	Italy	93RM001876	Lapsed
FADED GLORY	Japan	3107262	Lapsed
FADED GLORY	South Korea	93019014	Lapsed
FADED GLORY	Mexico	404949	Registered
FADED GLORY	Nicaragua	005897	
FADED GLORY	Panama	069942	Lapsed



Trademark	Country	Reg. No./Serial No.	Status
FADED GLORY	Panama	069943	Lapsed
FADED GLORY	Panama	069944	Lapsed
FADED GLORY	Panama	069945	Lapsed
FADED GLORY	Panama	069946	Lapsed
FADED GLORY	Panama	069947	Lapsed
FADED GLORY	Panama	069948	Lapsed
FADED GLORY	Panama	069949	Lapsed
FADED GLORY	Peru	274775	
FADED GLORY	Portugal	292455	Cancelled
FADED GLORY	Russia	147861	
FADED GLORY	Singapore	93044019	Expired
FADED GLORY	South Africa	93004328	
FADED GLORY	Spain	1766291	Abandoned
FADED GLORY	Sweden	934808	Lapsed
FADED GLORY	Taiwan	81055328	Expired
FADED GLORY (with design)	Taiwan	83031987	Expired
FADED GLORY (with design)	Taiwan	83031988	Expired
FADED GLORY (with design)	Taiwan	83031989	Expired
FADED GLORY (with design)	Taiwan	83031990	Expired
FADED GLORY (with design)	Taiwan	83031991	Expired
FADED GLORY (with design)	Taiwan	83031992	Expired
FADED GLORY (with design)	Taiwan	83031993	Expired

Trademark	Country	Reg. No./Serial No.	Status
FADED GLORY (with design)	Taiwan	84008677	Expired
FADED GLORY	Ukraine	008138	
FADED GLORY (with design)	United Kingdom	1515021	Lapsed
FADED GLORY	Uruguay	275988	
FADED GLORY	Venezuela	93010420	