

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JEM WHOLESALE INC		02/09/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PLANET SOX, LLC		
<b>Street Address:</b>	20 West 33rd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2871282	BATHMARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)956-2164		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212)603-6314		
<b>Email:</b>	sjf@robinsonbrog.com		
<b>Correspondent Name:</b>	Shari J. Fagen, Esq.		
<b>Address Line 1:</b>	1345 Avenue of the Americas, 31st Floor		
<b>Address Line 2:</b>	Robinson Brog & Gluck, PC		
<b>Address Line 4:</b>	New York, NEW YORK 10105		
<b>NAME OF SUBMITTER:</b>	Shari J. Fagen, Esq.		
<b>Signature:</b>	/Shari J. Fagen, Esq/		
<b>Date:</b>	06/05/2008		

OP \$40.00 2871282

Total Attachments: 4

**900108308**

**TRADEMARK  
 REEL: 003791 FRAME: 0197**

source=trademark assignment from jem to planet sox (00390646)#page1.tif  
source=trademark assignment from jem to planet sox (00390646)#page2.tif  
source=trademark assignment from jem to planet sox (00390646)#page3.tif  
source=trademark assignment from jem to planet sox (00390646)#page4.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into this 8<sup>th</sup> day of February, 2007, by and among JEM WHOLESALE, INC. D/B/A BATHMARK, a New York corporation (the "*Assignor*"), and PLANET SOX, LLC, a New York limited liability company (the "*Assignee*"). Assignor and Assignee are referred to collectively herein as the "*Parties*."

WHEREAS, Assignor is the owner of all rights, title and interests in and to the trademark listed on the attached Exhibit A, and any and all related trademark applications and registrations therefor including but not limited to the registration set forth on Exhibit A (collectively, the "*Trademark*"); and

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, of even date (the "*Asset Purchase Agreement*"), which provides for the sale by Assignor to, and the purchase by, Assignee of certain assets that include the Trademark; and

WHEREAS, Assignor has, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Trademark; and

WHEREAS, Assignee has, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, agreed to purchase all of Assignors' right, title and interest in, to and under the Trademark.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, including, without limitation, the consideration referred to in the Asset Purchase Agreement, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, each of them intending to be legally bound, hereby agree as follows:

1. Assignment. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all of its right, title and interest in, to and under the Trademark including that portion of Assignor's business in connection with which Assignor had a *bona fide* intention to use any of the Trademark, all rights to sue and recover for past infringement thereof and all goodwill associated therewith. Assignor hereby agrees to furnish Assignee for filing such notices of assignment with the United States Patent and Trademark Office and any other government/regulatory agency worldwide and shall submit such documents (such as registrant name change agreements) as are necessary to effect the assignment and transfer of the Trademark to Assignee, with all reasonable filing costs to be borne by Assignee.

2. Provisions of the Asset Purchase Agreement. This Agreement is executed pursuant to the Asset Purchase Agreement and is entitled to the benefits and subject to the provisions of the Asset Purchase Agreement and shall be binding upon and inure to the benefit of the parties thereto and hereto and their respective successors and assignees. If there is a conflict, or in the event of any ambiguity between the terms of this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

3. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such jurisdiction, excluding its conflict of laws provisions.

4. Further Assurances. Assignor and Assignee, any time and from time to time, each shall execute, acknowledge, deliver and perform or cause to be executed, acknowledged, delivered and performed, such further acts, assignments, transfers, conveyances, powers of attorney, assurances or otherwise as may be reasonably necessary or proper to carry out the provisions and intent of the Asset Purchase Agreement and this Agreement.


5. Headings. The headings preceding the text of this Agreement are for convenience of reference only and shall not be deemed part of or in any way affect the meaning or interpretation of this Agreement.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of each Party.

ASSIGNOR:

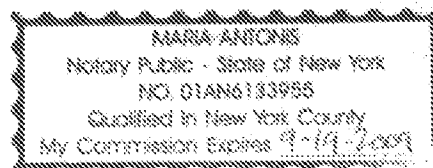
JEM WHOLESALE, INC. D/B/A BATHMARK

By:   
Name: Jack Sabow  
Title: President

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

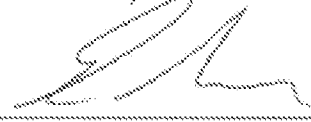
On this <sup>month</sup> eighth day of February in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Jack Sabow personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument in the above referenced state.

  
(Signature and office of individual taking acknowledgment.)



ASSIGNEE:

PLANET SOX, LLC

By: 

Name: Eire Levy

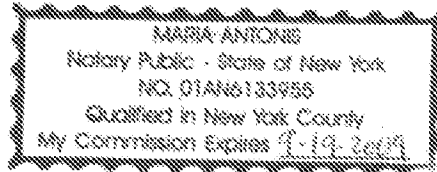
Title: ceo

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

On this <sup>ninth</sup> eighth day of February in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Eire Levy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument in the above referenced state.



(Signature and office of individual taking acknowledgment.)



TRADEMARK ASSIGNMENT AGREEMENT

EXHIBIT A

Schedule of Trademark Applications/Registrations

Mark	Registration No.	Filing Date
BATHMARK	2871282	August 15, 2003