

RE

01-20-2010



12-31-09

103586870

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
St. LAWRENCE Textiles, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Montreal, Quebec, CANADA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Russell ROSENBERG

Internal Address: _____

Street Address: 48 Brook Farm Close

City: CHAPPAQUA

State: N.Y.

Country: U.S.A. Zip: 10514

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other INDIVIDUAL Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 11/5/09

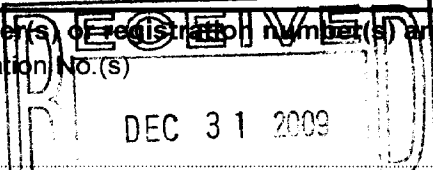
Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) of registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 3528243

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
NICK + EDDIE



Additional sheet(s) attached? Yes No

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: RUSSELL ROSENBERG

Internal Address: _____

Street Address: 48 Brook Farm Close

City: CHAPPAQUA

State: NY Zip: 10514

Phone Number: 914-861-2449

Fax Number: 914-861-2449

Email Address: rrosenberg99@optimum.net

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

01/04/2010 DRYRNE 00000011 3528243 40.00 US

Deposit Account Number _____

Authorized User Name _____

9. Signature: Russell Rosenberg Signature

Date: 12/29/09

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AGREEMENT

WHEREAS, St. Lawrence Textiles Inc., a corporation located and doing business at 6869 Henri Bourassa Street West, Montreal, Quebec, Canada H4R 1E1 ("Assignor"), is the owner of the NICK & EDDIE trademark (the "Trademark"), including the following registration and application for the Trademark in the United States and Canada:

<u>TRADEMARK</u>	<u>REG. (APPL.) NO.</u>	<u>DATE OF REG. (APPL.)</u>	<u>COUNTRY</u>
NICK & EDDIE	3,528,243	November 4, 2008	United States
NICK & EDDIE	(1,428,426)	(February 19, 2009)	Canada

WHEREAS, Mr. Russell Rosenberg, an individual domiciled and residing at 48 Brook Farm Close, Chappaqua, New York 10514 ("Assignee"), is desirous of acquiring the Trademark and all associated goodwill in the Trademark; and

WHEREAS, to the best of Assignor's knowledge no proceedings to cancel the registration of the Trademark are pending and no other party makes a claim of ownership to the Trademark;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

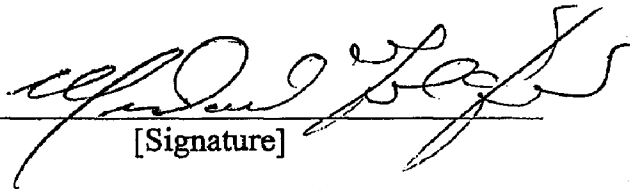
1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark and the above-named registration and application therefor, together with the goodwill of the business symbolized by the Trademark, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of the Trademark;

2. Assignor is authorized to sell any remaining inventory from the Fall 2009 NICK & EDDIE line, and prior seasons, under the Trademark;

3. Assignor is not authorized to offer the current Spring 2010 NICK & EDDIE line, or any other NICK & EDDIE line going forward from the date of this Agreement, under the Trademark; and

4. Assignee will fill out and submit to the U.S. Patent and Trademark Office an application to record the change of ownership of the Trademark and will pay the official fee of \$40 to avoid the need to retain a lawyer for such purpose and to minimize the expenses associated with the transfer of the Trademark. Assignee will be responsible for recording, at Assignee's own expense, the change of ownership of the Trademark in Canada.

ST. LAWRENCE TEXTILES INC.

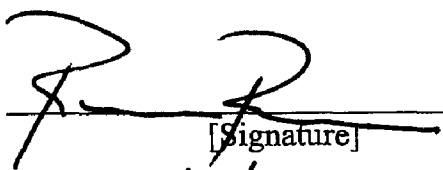
By: 
[Signature]

Name: MICHAEL GOLDFIELD
[Printed or typed]

Title: VICE PRESIDENT

Date: NOVEMBER 5, 2009

MR. RUSSELL ROSENBERG


[Signature]

Date: 11/9/09