

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	ASSIGNMENT											
CONVEYING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> <tr> <td>AZ3, Inc.</td> <td>11/30/2004</td> </tr> </table>		Name	Execution Date	AZ3, Inc.	11/30/2004							
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RECEIVING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>MLA Multibrand Holdings, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>2761 Fruitland Avenue</td> </tr> <tr> <td>City:</td> <td>Vernon</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90058</td> </tr> </table>			Name:	MLA Multibrand Holdings, Inc.	Street Address:	2761 Fruitland Avenue	City:	Vernon	State/Country:	CALIFORNIA	Postal Code:	90058
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PROPERTY NUMBERS Total: 1												
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CORRESPONDENCE DATA												
Fax Number: (212)894-5663 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 212-940-8663 Email: simon.bock@kmzr.com Correspondent Name: Simon Bock c/o KMZRosenman Address Line 1: 575 Madison Avenue Address Line 4: New York, NEW YORK 10022-2585												
NAME OF SUBMITTER:	Simon Bock											
Total Attachments: 8 source=Worldwide Omnibus Assignment - Trademarks - Page1#page1.tif source=Worldwide Omnibus Assignment - Trademarks - Page2#page1.tif source=Worldwide Omnibus Assignment - Trademarks - Page3#page1.tif source=Worldwide Omnibus Assignment - Trademarks - Page4#page1.tif source=Worldwide Omnibus Assignment - Trademarks - Page5#page1.tif source=Worldwide Omnibus Assignment - Trademarks - Page6#page1.tif source=Worldwide Omnibus Assignment - Trademarks - Page7#page1.tif												

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REEL: 015419 FRAME: 0461

WORLDWIDE OMNIBUS ASSIGNMENT OF TRADEMARKS, COPYRIGHTS
AND OTHER INTELLECTUAL PROPERTY

Dated as of November 30, 2004

WHEREAS, AZ3, INC., a corporation organized and existing under the laws of California, having its principal place of business at 2761 Fruitland Avenue, Vernon, California 90058 (the "Assignor"), is the owner of all right, title and interest to the intellectual property annexed hereto as Schedule A; and

WHEREAS, MLA Multibrand Holdings, Inc., a corporation organized and existing under the laws of Delaware, having its principal place of business at 2761 Fruitland Avenue, Vernon, California 90058 (the "Assignee"), is desirous of acquiring the intellectual property identified on Schedule A hereto and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, in and to the intellectual property, owned and used by Assignor, identified and described on Schedule A annexed hereto, including: U.S. and Foreign trademark registrations, applications and renewals; trade names; copyrights; trade secrets; trade dress; domain names; letters patent, applications for letters patent and the inventions associated therewith; design patents; and all other means necessary to use such property in connection with the business of Assignor and the intellectual property scheduled on Schedule A annexed hereto. Assignor hereby sells, assigns, conveys, transfers, delivers, sets over and vests all intellectual property referenced herein, all common law rights and rights to register, together with the goodwill of the business, and all income, royalties, damages and payments now or hereafter due or payable in respect to the intellectual property, and all causes of action (either in law or in equity) and the right to sue,

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counterclaim and recover for past, present and future infringement of the intellectual property and the rights thereto.

Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Worldwide Omnibus Assignment of Trademarks, Copyrights and Other Intellectual Property (this "Omnibus Assignment"), to be the owner of the intellectual property annexed hereto as Schedule A.

Following the execution of this Omnibus Assignment and at Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in all of Assignor's applications and registrations in those countries as set forth in the annexed Schedule A, and all related goodwill. At the request of Assignee, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future, timely execute and deliver (following receipt of the payment for the costs thereof) all such assignment documents to Assignee. Until such time as all of the assignments of Assignor's intellectual property in all countries as set forth in Schedule A annexed hereto are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Omnibus Assignment, to be the owner of Assignor's intellectual property identified on Schedule A.

If it shall be necessary to record this Omnibus Assignment, or other confirmatory documentation, or in the event that any of Assignor's Intellectual Property shall become due for any maintenance filings or other recordations, Assignor shall likewise cooperate with Assignee's

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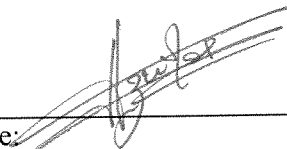
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requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to maintain and enforce all common law rights, registrations and other filings worldwide. At Assignee's request and expense, Assignor shall execute and deliver to Assignee all such other individual Assignments and other documents as may be required to confirm the transfer of the Intellectual Property in each country, which Assignments or other documents shall be in a form recordable in the Patent and Trademark Offices in each specified country.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor have caused this Worldwide Omnibus Assignment of Trademarks, Copyrights and Other Intellectual Property to be signed in its corporate name by its duly authorized officer this 1st day of December, 2004.

AZ3, INC.

By: 
Name: _____
Title: _____

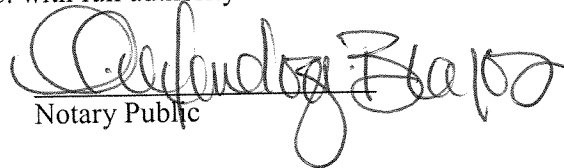
MLA MULTIBRAND HOLDINGS, INC.

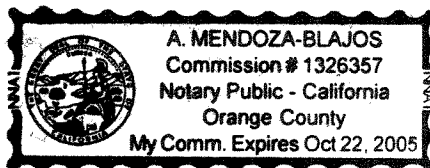
By: 
Name: _____
Title: _____

STATE OF CALIFORNIA)
)ss.:
COUNTY OF Los Angeles)

ACKNOWLEDGMENT

On this 1st day of December, 2004, before me came Max Azria, who stated that
he/she is the CEO of AZ3, INC. and acknowledged that he/she executed the
above instrument as the act and deed of AZ3, INC. with full authority to do so.

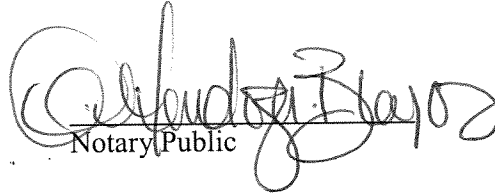

Notary Public

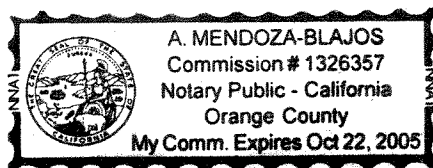


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with full authority to do so.


Notary Public



SCHEDULE A

Intellectual Property

[NYC] 404711.3

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PATENT
REEL: 015419 FRAME: 0469

Patents

<u>Country</u>	<u>Title</u>	<u>Inventor</u>	<u>Appl. No.</u>	<u>Filing Date</u>
USA	Purse Design	Lubov Azria	29/201,771	3/19/2004
Canada	Purse Design	Lubov Azria	Docket No. 83021-17	9/20/04
Japan	Purse Design	Lubov Azria	2004-28462	9/21/04
South Korea	Purse Design	Lubov Azria	2004-29112	9/20/04
China	Purse Design	Lubov Azria	Docket No. CPID0491032	9/19/04
EU	Purse Design	Lubov Azria	Docket No. AVH/D90834GB	9/20/04