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12-06-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



SHEET

Attorney Docket No.: 5857-GM (205857-5003)

101541607

11-14-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>David Peyser Sportswear, Inc.</p> <p><i>MS</i> <i>11.14.00</i></p>	<p>2. Name and address of receiving party(ies):</p> <p>D.P.I. Imports Inc. 88 Spence Street Bay Shore, NY 11706</p>
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<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: November 6, 2000</p>	<p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: New York <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p> <p>See Attached Schedule "A"</p>	<p>B. Trademark Registration No.(s):</p> <p>See Attached Schedule "A"</p>
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<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Jay K. Meadway, Esquire AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P. One Commerce Square 2005 Market Street, 22nd Floor Philadelphia, PA 19103-7086 Telephone: 215-965-1200 Facsimile: 215-965-1210 E-Mail: jmeadway@akingump.com</p>	<p>6. Total number of applications and registrations involved: [13]</p> <p>7. Total fee (37 CFR 3.41) Cal. $1 \times \\$40.00 = \\40.00 $12 \times \\$25.00 = \\300</p> <p><input checked="" type="checkbox"/> A check is enclosed for \$340</p> <p>8. Should any additional fees be required in connection with this application, please charge such fees to our Attorney's Miscellaneous Account 50-1017.</p>
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DO NOT USE THIS SPACE

9. 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.

Jay K. Meadway
Name of Person

Jay Meadway
Signing Signature

11/9/00
Date

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

SCHEDULE "A"

REGISTRATION NO.

2,225,168

2,135,062

2,368,999

1,869,676

2,098,272

MARK

IMPERMEABLE BY WEATHERPROOF (Stylized)

WP BY WEATHERPROOF & DESIGN

WP BY WEATHERPROOF & DESIGN

WEATHERPROOF SINCE 1948 GARMENT COMPANY &
DESIGN

WEATHER REPORT

SERIAL NO.

75/917,918

76/054,397

75/656,300

75/872,921

75/872,946

75/682,779

75/239,704

75/930,614

MARK

PROOF BY WEATHERPROOF

W BY WEATHERPROOF

WEATHERCAST

WEATHERPROOF BOOT COMPANY & DESIGN

WEATHERPROOF FOOTWEAR COMPANY & DESIGN

WEATHERPROOF GARMENT COMPANY & DESIGN

WEATHERPROOF SINCE 1948 GARMENT COMPANAY
& DESIGN

WEATHERSUEDE BY WEATHERPROOF

ASSIGNMENT OF TRADEMARKS

David Peyser Sportswear, Inc., a New York company having an address of 90 Spence Street, Bay Shore, NY 11706, has adopted and is using in its business the trademarks set forth in Schedule A attached hereto;

WHEREAS, D.P.I. Imports Inc., a New York company having an address of 88 Spence Street, Bay Shore, NY 11706 is desirous of acquiring all right, title and interest in and to the trademarks set forth in Schedule A together with the goodwill of the business symbolized by the marks, and the applications and registrations thereof;

WHEREAS, it is desired that the assignment of said marks be made of record in the United States Patent and Trademark Office, and other appropriate Patent and Trademark Offices.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, said David Peyser Sportswear, Inc. hereby assigns to said D.P.I. Imports Inc. right, title and interest in and to the said marks, together with the goodwill of the business symbolized by the said marks, and the applications and registrations therefor as set forth in Schedule A, and all rights to damages and profits, due or accrued, arising out of past infringements of said trademarks, and the right to sue for and recover the same.

David Peyser Sportswear, Inc.

By: David Peyser

Title: Pres.

Dated: 11/6/00