

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Levi Strauss & Co.		03/08/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merchandising Manufacturing Sourcing, Inc.		
<b>Street Address:</b>	1135 E. Rush Street, #G		
<b>City:</b>	South El Monte		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91733		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1125823	BEND OVER	
Registration Number:	1236456	BEND OVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)630-5667		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademark@buchalter.com		
<b>Correspondent Name:</b>	Matthew Solmon		
<b>Address Line 1:</b>	Buchalter Nemer		
<b>Address Line 2:</b>	1000 Wilshire Blvd., Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017-2457		
<b>ATTORNEY DOCKET NUMBER:</b>	M4592-0001		
<b>NAME OF SUBMITTER:</b>	Matthew Solmon		
<b>Signature:</b>	/mss/		
<b>Date:</b>	03/10/2010		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of March 10, 2010 from Levi Strauss & Co. ("Assignor") to Merchandising Manufacturing Sourcing, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the trademark BEND OVER as described in Exhibit A attached hereto (the "Mark"), together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is used ("the Products"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark;

NOW, THEREFORE, in consideration of the payment of \$300,000 (Three Hundred Thousand Dollars) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark, together with (1) the goodwill of the business relating to the Products in respect upon which the Mark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark at Assignee's expense.

IN WITNESS WHEREOF, Assignor has duly executed under seal and delivered this Assignment as of the day and year first above written.

LEVI STRAUSS & CO.


  
By: Thomas M. Onda  
Its: Assistant Secretary  
Date: March 8, 2010

EXHIBIT A

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
BEND OVER	United States	1125823	October 9, 1979
BEND OVER	United States	1236456	May 3, 1983