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ΞT	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
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	30308 ▼ ▼ ▼ ▼ Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies)
D. Glasgow & Sons Inc.	
3. * * * 2011 3 11.0 •	Name: Happy Kids Inc.
	Internal Address: Suite 1100
☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership	Street Address: 100 West 33rd Street
Corporation-State New York Other	City: New York State: NY ZIP 210001
Additional name(s) of conveying party(ies) attached? Yes No	☐ Individual(s) citizenship☐ Association
3. Nature of conveyance:	☐ General Partnership
N Assignment D Marros	☐ Limited Partnership
☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name	Other
Other	If assignee is not domiciled in the United States, a domestic representative designation is attached:
Execution Date:	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Q Yes No
A. Trademark Application No.(s) 75/532,640 Additional numbers att 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Deirdre P. Silver, Esq. Internal Address: Proskauer Rose LLP 1585 Broadway	B. Trademark Registration No.(s) 1,761,433
	Authorized to be charged to deposit account
Street Address: New York State: NY ZIP: 10036	8. Deposit account number: 16-2500
/1999 DHGUYEN 00000013 162500 75532640	(Attach duplicate copy of this page if paying by deposit account)
#81	E THIS SPACE
9. Statement and signature.	nation is true and correct and any attached copy is a true copy of 12/10/99
Name of Person Signing	Signature

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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

UNITED STATES TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this _____ day of December, 1999, from D. Glasgow & Sons Inc., a New York corporation, with its principal office at 100 West 33rd Street, Suite 821, New York, New York 10001 ("Assignor") to Happy Kids Inc., a New York corporation, with its principal office at 100 West 33rd Street, Suite 1100, New York, New York 10001 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement made and entered into as of April 13, 1999 (the "Asset Purchase Agreement");

WHEREAS, under the Asset Purchase Agreement, Assignor sold, assigned and transferred to Assignee the entire right, title and interest in, to and under the United States trademarks set forth on Schedules A and B (the "Trademarks"), and the goodwill of the business associated therewith; and

WHEREAS, this Assignment is intended to memorialize and record such sale, assignment and transfer under the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor hereby sells, assigns and transfers to Assignee, effective, nunc pro tunc, as of April 13, 1999 (the "Effective Date"), all of Assignor's right, title and interest in and to the Trademarks including, without limitations, the registrations and applications therefor, together with the goodwill of the business symbolized by the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of its successors and assigns, and Assignor's entire right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past infringement of the Trademarks.

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TRADEMARK REEL: 002003 FRAME: 0020

Assignor hereby represents and warrants that its right, title and interest in and to the Trademarks are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be executed and sealed by the undersigned officers thereunto duly on the date first noted above.

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Name: /how blassa

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Title: Pでら

HAPPY KIDS INC

Name: Jack

Benun

Title: Praying

STATE OF)) SS.
COUNTY OF)		
On this day of Dec, personally known to me, who ack voluntary act and deed on behalf and (SEAL)	knowled	dged that he si	ppeared before me Andrew Gagge was gned the foregoing Assignment as his D. Glasgow & Sons Inc. Notary Public My commission expires: STUART BENDER Notary Public, State of New York No. 4982260 Qualified in Nassau County Term Expires May 28, 2001
STATE OF NEW York COUNTY OF New York))) SS.
On this day of Dec, personally known to me, who ack voluntary act and deed on behalf and v	knowled	dged that he si	gned the foregoing Assignment as his
			STUART BENDER

1.1

STUART BENDER Notary Public, State of New York No. 4982260 Qualified in Nassau County Term Expires May 28, 2001

TRADEMARK

REEL: 002003 FRAME: 0022

SCHEDULE A

United States Trademark Registrations

Mark	Registration No.	
HEARTS and Design	1,761,433	:
CHAMP and Design	1,330,950	·
BULL FROG KNITS and Design	1,367,720	
Design Only	1,428,447	
LITTLE CHAMP and Design	1,336,772	

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TRADEMARK
REEL: 002003 FRAME: 0023

SCHEDULE B

United States Trademark Application

Mark	Serial No.
BULL FROG	75/532,640

TRADEMARK
RECORDED: 12/10/1999 | REEL: 002003 FRAME: 0024