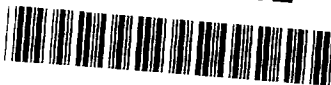


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

REC

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Yes Licensing Partners LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: April 4, 2001

2. Name and address of receiving party(ies)

Name: Mamiye Brothers, Inc.

Internal Address:

Address:

Street Address: 112 W. 34th Street, Suite 1000

City: New York State: NY Zip: 10120

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, Other

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) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1803778, 1396894, 1832260, 1734931, 1582624

Additional number(s) attached Yes No

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

Name: Deborah S. Siegel, c/o Guess?, Inc.

Internal Address:

Street Address: 1444 S. Alameda Street

City: Los Angeles State: CA Zip: 90021

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 120.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

12/25/01

DO NOT USE THIS SPACE

9. Signature.

Charles Mamiye

Name of Person Signing

Signature

12/25/01

Date

Total number of pages including cover sheet, attachments, and document: 5

03/12/2002 JJALLAH2 00000003 1803778

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

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TRADEMARK REEL: 002457 FRAME: 0816

## TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 4th day of April, 2001, by and between Yes Licensing Partners LLC, a Nevada limited liability company ("Assignor") and Mamiye Brothers, Inc., a New York corporation ("Assignee").

WHEREAS, Assignor adopted, used, and is the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") worldwide;

WHEREAS, Assignor has acquired the goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignor is the owner of the federal trademark registrations and other registrations listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registrations");

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks and the Registrations worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks and Registrations worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title and interest as Assignor may possess in and to the following:

- (1) the Trademarks set forth in Schedule A; and
- (2) the Registrations set forth in Schedule B;

together with the goodwill symbolized by said Trademarks and Registrations.

Assignor represents and warrants that:

A. It owns the Trademarks free and clear of all liens, encumbrances, charges, claims or other rights whatsoever of any third parties.

B. It has not heretofore transferred, pledged, or otherwise granted an interest in the Trademarks or the Registrations, and that the Trademarks and Registrations are not currently subject to any license agreement, settlement agreement, or covenant not to sue.


C. It shall promptly complete and submit, and provide any other information in connection with, the Internet domain name transfer agreement set forth in Schedule C, attached hereto and incorporated herein by reference, as necessary to transfer to Assignee the Internet domain names listed in Schedule A.

D. It shall not hereafter use the Trademarks, or any name, mark, or domain name, confusingly similar thereto.

E. Assignor will, at the request and expense (with respect to any necessary out-of-pocket costs) of Assignee, execute all documents provided by Assignee, and otherwise cooperate with Assignee, as is reasonably necessary to effectuate the transfer of the Trademarks and Registrations to Assignee, including to record the assignment of the Registrations to Assignee.

Executed at Newport Beach, California, this 4<sup>th</sup> day of April, 2001.

YES LICENSING PARTNERS LLC  
a Nevada Limited Liability Co.

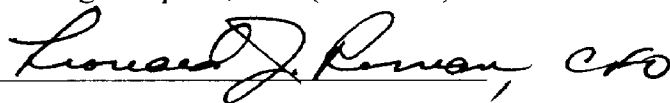
By:   
Name: Jon L. Lawver  
Title: Manager

MAMIYE BROTHERS, INC.

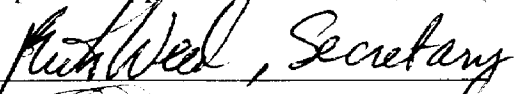
By: \_\_\_\_\_

AGREED AND CONSENTED TO:

NewBridge Capital, Inc. (Member)

By:   
Howard J. Roman, CFO

Newport-Happoman Industries, Inc. (Member)

By:   
Rick Wedel, Secretary

Jon L. Lawver, Member

C. It shall promptly complete and submit, and provide any other information in connection with, the Internet domain name transfer agreement set forth in Schedule C, attached hereto and incorporated herein by reference, as necessary to transfer to Assignee the Internet domain names listed in Schedule A.

D. It shall not hereafter use the Trademarks, or any name, mark, or domain name, confusingly similar thereto.

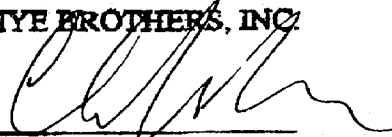
E. Assignor will, at the request and expense (with respect to any necessary out-of-pocket costs) of Assignee, execute all documents provided by Assignee, and otherwise cooperate with Assignee, as is reasonably necessary to effectuate the transfer of the Trademarks and Registrations to Assignee, including to record the assignment of the Registrations to Assignee.

Executed at Newport Beach, California, this \_\_\_\_\_ day of April, 2001.

YES LICENSING PARTNERS LLC  
a Nevada Limited Liability Co.


By:   
Name: Jon L. Lawver  
Title: Manager

MAMIYE BROTHERS, INC.

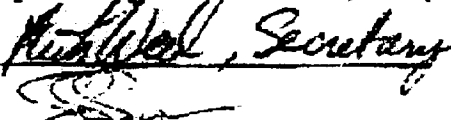

By: 

AGREED AND CONSENTED TO:

NewBridge Capital, Inc. (Member)

By:  CEO

Newport-Happeman Industries, Inc. (Member)

By:  Secretary  
  
Jon L. Lawver, Member

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

The Trademarks: YES  
YES JEANS  
YES CLOTHING CO.  
YES MEN  
YES KIDS

DOMAIN NAME: www.yesclothing.com

SCHEDULE B

Federal Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
YES KIDS	1,803,777	Nov. 9, 1993	25
YES MEN	1,803,778	Nov. 9, 1993	25
YES CLOTHING CO.	1,396,894	June 10, 1986	25
YES JEANS	1,832,260	April 19, 1994	25
YES	1,734,931	Nov. 24, 1992	25
YES	1,582,624	Feb. 13, 1990	25

Canada Trademark Registration

<u>REG. No.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
378251	Jan.18, 1991	25