

LICENSE AGREEMENT FOR WOMEN'S APPAREL - AVIA

This License Agreement (this "Agreement") is made as of the 7th day of January, 2007 (the "Effective Date") by and between AMERICAN NG GOODS CORPORATION, a corporation organized under the laws of the State of Delaware, with its principal place of business at 101 Enterprise, Suite 100, Aliso Viejo, California 92656 ("ASG"), and A LLC, USA Inc. a corporation organized under the laws of Delaware, USA, with a principal place of business at 150 Meadowland Parkway, Secaucus, New Jersey 07094 ("Licensee").

WHEREAS, ASG is the designer, manufacturer, marketer, distributor, seller, and/or licensor of high-quality footwear, apparel, accessories, and related products throughout the world and owns or controls the rights to use and to authorize others to use the Trademarks (as defined below), service marks, trade names, logos and related intellectual property rights;

WHEREAS, Licensee has experience designing, manufacturing and selling merchandise under license from others;

WHEREAS, Licensee wishes to have the right to design, develop, source and/or manufacture and distribute selected Products (as defined below) in the Territory (as defined below); and

WHEREAS, ASG desires to license to Licensee certain Licensed Trademarks (as defined below), in connection with the design, manufacture, marketing, distribution and/or sale of Products for distribution to and/or sale solely in the Territory, and Licensee desires to accept such a license.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASG and Licensee intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" means with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person, and "control" means, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity whether through the ownership of voting securities, by contract, such as by franchise agreement or other similar or related control, or otherwise.

1.2 "ASG Brand" shall mean the brand of AVIA.

1.3 "Business Practices" includes information relating to intellectual property, business plans, financial information, products, services, manufacturing processes and methods, costs, sources of supply, strategic marketing plans, customer lists, sales, profits, pricing methods, personnel, and business relationships.

1.4 "Net Sales" shall mean the gross dollar value of all sales of Products (not including freight and taxes) less bona fide and reasonable trade discounts, returns, credits, and allowances actually given. No deductions shall be made for: cash or other discounts, commissions, uncollectible accounts, freight allowance, taxes, fees, assessments, advertising expenses, or any deductions not approved in writing by ASG.

1.5 "Licensed Trademarks" shall mean the trademarks identified on Exhibit "A" attached hereto and made a part hereof, and may also include other trademarks, service marks, trade names, trade dress, and/or logos as may be designated by ASG in writing, from time to time.