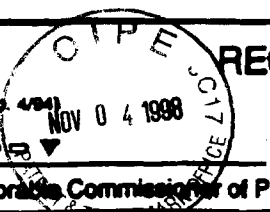


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SHEET



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To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Bill Blass, Ltd.

NRD
11-4-98

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

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

2. Name and address of receiving party(ies):

Name: THE CHASE MANHATTAN BANK, AS AGENT

Internal Address: COST CENTER NO. 1122

Street Address: 1411 Broadway, 5th Floor

City: New York State: NY ZIP: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NEW YORK (BANKING)
- 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

3. Nature of conveyance:

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

Execution Date: OCTOBER 28, 1998

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

A. Trademark Application No.(s)

SN: 74/435,985

B. Trademark Registration No.(s)

1,867,688

Additional numbers attached? Yes No

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

Name: Jeffrey Epstein, Esq
KAYE, SCHOLER, FIERMAN,
Internal Address: HAYES & HANDLER, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....\$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

R. PAUL FAVALE, JR.
Name of Person Signing

R. Paul Favale, Jr.
Signature

November 3, 1998

Date

Total number of pages including cover sheet, attachments, and document: 22

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BB (Logo)	12/13/94	1,867,688
Bill Blass (Signature)	4/11/95	1,889,320
Bill Blass (Signature)	12/19/72	949,081
Bill Blass	4/11/95	1,889,317
Bill Blass	9/14/93	SN: 74/435,985
Bill Blass USA	6/3/97	2,068,077
Bill Blass USA	4/20/95	SN: 74/663,569
Bill Blass (Signature)	2/17/94	SN: 74/491,248
Bill Blass Collection III	9/7/82	1,207,329
Blassport	8/12/75	1,018,060
Bill Blass (Signature)	12/19/72	949,062
BB (Logo)	11/21/78	1,106,865
Bill Blass	2/25/86	1,384,355
Bill Blass (Signature)	3/11/86	1,386,045
BB (Logo)	11/5/85	1,369,130
Bill Blass (Signature)	11/19/85	1,371,405
BB (Logo)	5/14/96	1,973,818
BB (Stylized)	4/7/87	1,435,458
Bill Blass (Stylized)	3/31/87	1,434,653
Bill Blass (Wavy)	4/8/75	1,008,602
Bill Blass (Block)	12/19/96	SN: 75/215,913
Bill Blass Amazing	10/5/98	(newly filed)
Bill	10/6/98	(newly filed)

ASSIGNMENT FOR SECURITY²

(TRADEMARKS)

WHEREAS, BILL BLASS, LTD., a New York corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in Schedule 2.01 of the Credit Agreement dated as of the date hereof, among the Assignor, the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

² Note that when this Assignment is sent to the Patent and Trademark Office for recordation, it must be accompanied by an official PTO cover sheet; otherwise, it will be rejected by the PTO.

Assignee's address is 1411 Broadway, 5th Floor, New York, New York
10018.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of the 24 day of October,
1998.

BILL BLASS, LTD.

By: Michael Grove
Name: MICHAEL GROVE
Title: CFO