

RECORDATION F TRADEM

06-28-1999

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To the Honorable Commissioner of Patents and Trademark

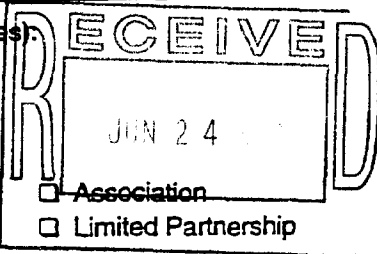


ments or copy thereof.

MPD 6-24-99

1. Name of conveying party(ies)

EL GRECO INC.



- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: July 12, 1993

2. Name and address of receiving party(ies)

Name: CANDIE'S, INC.

Internal Address:

Street Address: 2975 Westchester Ave.

City: Purchase State: N.Y. ZIP: 10577

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,211,630
1,423,964
1,385,233
1,447,357

Additional numbers attached? Yes No

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

Name: HOWARD N. ARONSON

Internal Address:

LACKENBACH SIEGEL MARZULLO
Street Address: ARONSON & GREENSPAN, P.C.

One Chase Road

City: Scarsdale State: N.Y. ZIP: 10583

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$115.00

- Enclosed
- Authorized to be charged to deposit account

Please charge any additional fees due, or credit any over payment to:

8. Deposit account number:

10-0100

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

DO NOT USE THIS SPACE

06/25/1999 NTHAI1 00000169 1211630

01 FC:481 40.00 DP
02 FC:482 statement and signature. 75.00 DP

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.

HOWARD N. ARONSON

Name of Person Signing

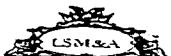
Signature

6-22-1999

Date

Total number of pages including cover sheet, attachments, and document: 3

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



TRADEMARK
REEL: 001919 FRAME: 0222

ASSIGNMENT OF TRADEMARKS

WHEREAS, **EL GRECO INC.** (hereinafter "Assignor"), a corporation organized and existing under the laws of the State of Delaware with offices located in Port Washington, New York, was the owner of all right, title and interest in and to the below listed trademarks which have been applied for and/or registered at the United States Patent and Trademark Office, particulars of which are as follows:

<u><i>Trademark</i></u>	<u><i>Registration No.</i></u>
CRAYONS	1,211,630
CRAYONS	1,423,964
CRAYONS	1,385,233
CRAYONS	1,447,357

(hereinafter the "Marks");

WHEREAS, **CANDIE'S, INC.** (hereinafter "Assignee"), a corporation organized and existing under the laws of the State of Delaware with offices located at 2975 Westchester Avenue, Purchase, New York 10577, was desirous of acquiring the aforesaid Marks, together with the goodwill of the business symbolized by the Marks;

WHEREAS, by agreement, Assignee received all rights, title, and interest in and to the aforesaid Marks, together with the goodwill of the business symbolized thereby; and

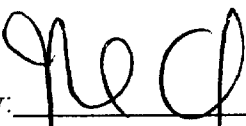
WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation at the United States Patent and Trademark Office recording title in and to the aforesaid Marks in the name of Assignee.

NOW, THEREFORE, effective as of July 12, 1993 for and in consideration of and in exchange for Ten (\$10.00) Dollars and other good and valuable consideration to it paid, the receipt

and sufficiency of which are hereby acknowledged, said Assignor hereby acknowledges and confirms its prior said transfer, and does hereby sell, assign, and transfer unto said Assignee all rights, title and interest in and to said Marks, including the registrations thereof and the Certificates of Registration duly and legally issued therefor, and any and all renewals thereof for the Marks, together with the goodwill of the business symbolized thereby, and further including, without limitation, all claims for damages by reason of past infringement and the right to sue for and the right to collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or legal representatives and the right to defend the Marks and the registrations thereof.

Assignor agrees to sign and execute any further documents or instruments which may be necessary and proper to effect the purpose and intent of this Assignment document, including further recordations, and the like.

EL GRECO INC.

By: 

Name: Neil Cole

Title: CEO

Effective Date: July 12, 1993