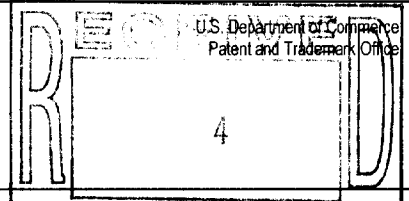


07-19-1999



mrs  
7-14-99  
Attorney Ref. No. 19900.04



101093144

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

1. Name of conveying party:  
**BankBoston, N.A., as Facility Agent**  
 Other National Banking Association  
Additional name(s) of conveying party(ies) attached? \_\_\_ Yes  No

2. Name and Address of receiving party:  
Name: **The Chase Manhattan Bank, as Agent**  
Address: **1411 Broadway, 5th Floor  
New York, NY 10018**

3. Nature of conveyance:  
\_\_\_ Assignment \_\_\_ Merger  
\_\_\_ Security Agreement \_\_\_ Change of Name  
 Other Assignment of Security Interest, as Amended and Restated, in Marks Owned by Kasper A.S.L., Ltd. (f/k/a Sassco Fashions, Ltd.), a Delaware Corporation  
Execution Date: July 9, 1999

Other New York Banking Corporation  
If assignee is not domiciled in the United States, a domestic representative designation is attached: \_\_\_ Yes \_\_\_ No  Not applicable  
(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 Nos.  
**not applicable**

B. Trademark Registration Nos.  
- see attached Schedule  
Additional numbers attached:  Yes

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Jeffrey H. Epstein, Esq.  
Cowan, Liebowitz & Latman, P.C.  
1133 Avenue of the Americas  
New York, NY 10036-6799**  
"Express Mail" mailing label number EL00776840645  
Date of Deposit July 14, 1999  
I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2800 Crystal Drive, Arlington, Virginia 22202 on July 14, 1999  
Ellen Kramer  
Typed or printed name of person mailing paper or fee

6. Total number of applications and registrations involved:  
**(Thirteen (13))**  
7. Total fee (37 CFR 3.41)..... **\$340**  
 Enclosed  
Any deficiency is authorized to be charged to Deposit Account No. 03-3415.  
8. Deposit Account No. 03-3415  
(Attach duplicate copy of this page if paying by deposit account)

Ellen Kramer  
Signature of person mailing paper or fee

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.*  
07/16/1999 MTHA11 00000233 1455998  
01 FC:48 Jeffrey H. Epstein 40.00 OP  
02 FC:482 Name of Person Signing 300.00 OP  
Jeffrey H. Epstein Signature  
7/14/99 Date  
Total number of pages including cover sheet, attachments, and document: Seven (7)

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

## Schedule

1

<i>Country:</i> <b>United States</b>							
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
ALBERT NIPON	3			1455998	9/8/87	Registered	
ALBERT NIPON	3			1274724	4/24/84	Registered	
ALBERT NIPON	9			1460700	10/13/87	Registered	
ALBERT NIPON	16			1304987	11/13/84	Registered	
ALBERT NIPON	25			1395825	6/3/86	Registered	
ALBERT NIPON (STYLIZED)	25			1042953	7/6/76	Registered	
ALBERT NIPON SUITS	25			1627251	12/11/90	Registered	
BOTTLE WITH BOW DESIGN	3			1293744	9/11/84	Registered	
EXECUTIVE DRESS BY ALBERT NIPON	25			1272857	4/3/84	Registered	
KASPER	25	73/210805	4/9/79	1162830	7/28/81	Registered	
LE SUIT	25	75/327046	7/18/97	2190755	9/22/98	Registered	
NIPON BOUTIQUE	25			1147727	2/24/81	Registered	
NIPON STUDIO	25			1919854	9/19/95	Registered	

## ASSIGNMENT OF GRANT OF SECURITY INTEREST

### (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, KASPER A.S.L., LTD. (f/k/a Sassco Fashions, Ltd.), a Delaware corporation (herein referred to as the "Borrower"), has entered into a Revolving Credit Agreement, dated as of June 4, 1997 (as amended, supplemented, modified or restated from time to time, the "Existing Credit Agreement"), among the Borrower, the guarantors party thereto (the "Existing Guarantors"), the lenders party thereto (the "Existing Lenders"), BankBoston, N.A., as administrative agent and collateral agent for the Existing Lenders (the "Facility Agent"), Citicorp USA, Inc., as documentation agent (the "Documentation Agent") and Heller Financial Inc., as co-agent (together with the Facility Agent and Documentation Agent, the "Existing Agent");

WHEREAS, pursuant to the terms of a certain Trademark Collateral Security and Pledge Agreement, dated as of June 4, 1997 (as amended, modified, supplemented or restated from time to time, the "Existing Trademark Security Agreement") between the Borrower and the Facility Agent, the Borrower has granted to the Facility Agent a continuing security interest in and first priority lien on among other things, all right, title and interest of the Borrower in, to, and under, all of the Borrower's Trademarks and service marks, together with any renewals thereof, Trademark registrations, Trademark applications and Trademark licenses, whether presently existing or hereafter arising or acquired, and the goodwill of the business symbolized by the foregoing, all customer lists and other records of the Borrower relating to the distribution of products bearing the Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, including, without limitation, any claims by the Borrower against third parties for infringement of any of the foregoing, to secure the payment of all amounts owing by the Borrower under or in connection with the Existing Credit Agreement (collectively, the "Pledged Trademarks");

WHEREAS, in connection with the aforesaid grant of a security interest, the Existing Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 11, 1997 on TM Reel 1615 frame 58 against the then existing registrations listed on the annex attached hereto as Schedule A (but not against the after acquired registration of LE SUIT Registration Number 2,190,755);

WHEREAS, immediately prior to the execution and delivery of this Assignment, The Chase Manhattan Bank succeeded to the position of the Existing Agent (the "Agent"), with The CIT Group/Commercial Services, Inc., performing services of the collateral monitor (the "Collateral Monitor") and in that connection succeeded to the security interests granted by the Borrower and Existing Guarantors in the collateral under the Existing Credit Agreement and the other documents and instruments executed in connection therewith (including without limitation, the Existing Trademark Security Agreement);

WHEREAS, the Borrower, the guarantors named therein (the "Guarantors"), the Lenders named therein (the "Lenders"), the Agent and the Collateral Monitor have agreed to amend and restate the Existing Credit Agreement (the "Amended and Restated Credit Agreement") and the other documents and instruments executed in connection therewith; and

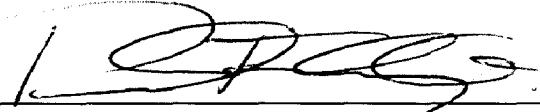
WHEREAS, in connection with the Amended and Restated Credit Agreement dated as of the date hereof, the Facility Agent is assigning to the Agent its continuing security interest in and to the Pledged Trademarks under the Existing Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Facility Agent hereby irrevocably and unconditionally assigns and transfers, **WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE**, to the Agent its security interest in and to the Pledged Trademarks granted to the Facility Agent pursuant to the Existing Trademark Security Agreement;

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Facility Agent has caused this Assignment of Grant of Security Interest (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses) to be duly executed by its officer thereunto duly authorized as of the 9<sup>th</sup> day of July, 1999.

BANKBOSTON, N.A., as Facility Agent

By:   
Title: Director

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 7<sup>th</sup> day of July, 1999, before me personally came Paul G Feloney  
\_\_\_\_\_, to me personally known and known to me to be the person described in and who  
executed the foregoing instrument as Director of BankBoston, N.A., who  
being by me duly sworn, did depose and say that (s)he resides at Boston, MA; that  
(s)he is the Director of BankBoston, N.A., the corporation described in and  
which executed the foregoing instrument; that the said instrument was signed on behalf of said  
corporation by order of its Board of Directors; that (s)he acknowledged said instrument to be the  
free act and deed of said corporation.



\_\_\_\_\_  
Notary Public

[Seal]

My commission expires:

**KRISTINE R. MILLET**  
Notary Public  
My Commission Expires April 17, 2003

SCHEDULE A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	Registrations --	
	<u>United States Patent and Trademark Office</u> <u>Registration No.</u>	<u>Registration Date</u>
ALBERT NIPON	1,042,953	7/6/76
KASPER	1,070,795	8/2/77
NIPON BOUTIQUE	1,147,727	2/24/81
KASPER	1,162,830	7/28/81
EXECUIVE DRESS BY ALBERT NIPON	1,272,857	4/3/84
ALBERT NIPON	1,274,724	4/24/84
DESIGN (BOW BOTTLE DESIGN)	1,293,744	9/11/84
ALBERT NIPON	1,304,987	11/13/84
ALBERT NIPON	1,395,825	6/3/86
ALBERT NIPON	1,455,998	9/8/87
ALBERT NIPON	1,460,700	10/13/87
NIPON NIGHT	1,627,250	12/11/90
ALBERT NIPON SUITS	1,627,251	12/11/90
NIPON STUDIO	1,919,854	9/19/95

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications --	
	<u>United States Patent and Trademark Office</u> <u>Serial No.</u>	<u>Filing Date</u>

NONE