

07-22-1999

U.S. Department of Commerce
Patent and Trademark Office

RECORDATION
TRADE



Attorney Ref. No. 19900.04

101099059

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

1. Name of conveying party:

Kasper A.S.L., Ltd.

*MD
5-13-99*

X Corporation - State of Delaware

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**

X 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

3. Nature of conveyance:

Assignment Merger
X Security Agreement Change of Name
 Other _____

Execution Date: July 9, 1999

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

6. Total number of applications and registrations involved:

Thirteen (13)

7. Total fee (37 CFR 3.41)..... \$340

X Enclosed

340E

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)

"Express Mail" mailing label number EL007684137US
Date of Deposit July 15, 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, 2900 Crystal Drive, Arlington, Virginia 22202 on July 15, 1999

Ellen Kramer
Typed or printed name 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.

Jeffrey H. Epstein
Name of Person Signing

Jeffrey H. Epstein 7/15/99
Signature Date

Total number of pages including cover sheet, attachments, and document: 6 (SIX) pages.

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

07/21/1999 MTHAI1 00000146 1455998

01 FC:481 40.00 OP
02 FC:482 300.00 OP

JHE/NJH/19900/04/368602.1

TRADEMARK
REEL: 001932 FRAME: 0275

Schedule

<i>Country:</i> United States							
<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 FOR SECURITY

(TRADEMARKS)

WHEREAS, Kasper A.S.L., Ltd., a Delaware corporation (the "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 administrative and collateral agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedule 2.01 of the Amended and Restated Credit Agreement dated as of the date hereof, among Kasper, the guarantors named therein (the "Guarantors"), the Lenders, the Assignee and The CIT Group/Commercial Services, Inc., as collateral monitor (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and party to the Rate Agreements, and Assignor has entered into a Security Agreement and Mortgage-Trademarks, Patents and Copyrights 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.

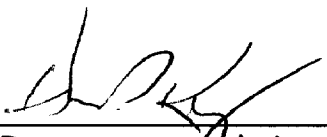
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement and the Credit Agreement, the terms and provisions of which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

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 9th day of July, 1999.

KASPER A.S.L., LTD.

By 
Name: Dennis P. Kelly
Title: Chief Financial Officer