



08-03-1999



101106320

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type** 7-30-99

**New**

**Resubmission (Non-Recordation)**  
Document ID #

**Correction of PTO Error**  
Reel #  Frame #

**Corrective Document**  
Reel #  Frame #

**Conveyance Type**

**Assignment**  **License**

**Security Agreement**  **Nunc Pro Tunc Assignment**

**Merger** Effective Date  
Month Day Year

**Change of Name**

**Other**

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

**Citizenship/State of Incorporation/Organization**

**Receiving Party**  Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

**Citizenship/State of Incorporation/Organization**

08/02/1999 DMGUYEN 00000240 2029787

FOR OFFICE USE ONLY

**415E**

01 FC:481 40.00 OP  
02 FC:482 375.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 001937 FRAME: 0992

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="2,029,787"/>	<input type="text" value="1,714,526"/>	<input type="text" value="1,789,969"/>
<input type="text" value="1,988,633"/>	<input type="text" value="2,159,159"/>	<input type="text" value="1,958,812"/>
<input type="text" value="1,988,222"/>	<input type="text" value="1,988,634"/>	<input type="text" value="1,104,524"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki

Name of Person Signing

Signature

27 July 1999

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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<input type="text" value="1,767,504"/>	<input type="text" value="1,253,847"/>	<input type="text" value="1,253,848"/>
<input type="text" value="1,955,025"/>	<input type="text" value="1,988,635"/>	<input type="text" value="1,242,946"/>
<input type="text" value="1,966,668"/>	<input type="text"/>	<input type="text"/>
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 21<sup>st</sup> day of May, 1999 (the "Effective Date") by and between Edison Brothers Stores, Inc. and Edison Brothers Apparel Stores, Inc. (together, "Assignors"), debtors and debtors-in-possession under Chapter 11 Case No 99-529, et seq. (MFW), jointly administered in the United States Bankruptcy Court for the District of Delaware, and JBI Apparel, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, as a Permitted Designee of J. Baker, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts ("JBI") under the Asset Purchase Agreement, as hereinafter defined (the "Assignee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Asset Purchase Agreement

WHEREAS, Assignors, Repp Ltd. Big & Tall, and JBI are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of April 30, 1999, pursuant to which Assignors have agreed to, among other things, sell and Assignee has agreed to, among other things, purchase the United States trademarks, trademark applications and the trademark registrations identified and set forth in schedule "A" annexed hereto and the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, as of the Effective Date, Assignors will own all right, title and interest in and to the Marks free and clear of any liens and encumbrances, and have full rights to assign all of their interests therein, and have not executed and will not execute any agreement or other instrument in conflict herewith; and

WHEREAS, Assignee wishes to acquire all of Assignors' right, title and interest in and to the Marks.

NOW, THEREFORE, the parties hereby agree as follows:

1. Transfer of the Marks. For good and valuable consideration, the receipt of which is acknowledged, each of the Assignors hereby sells, assigns, transfers, conveys and delivers to Assignee, and its permitted successors or assigns forever, all of such Assignor's right, title and interest in and to the Marks owned by it, and all registrations therefor, in the United States, its territories and possessions, to have and to hold the Marks hereby sold, assigned, transferred, conveyed and delivered to Assignee, its permitted successors or assigns, for its own use and benefit forever.

2. Further Assurances. Assignors shall, from time to time after the delivery of this Assignment, at the request of Assignee and without further consideration, take all steps reasonably necessary to put Assignee, or its permitted successors or assigns, in actual possession and physical control of the Marks, and shall execute and return such other instruments of conveyance and transfer, consents, bills of sale, assignments, releases and assurances, and take such action as Assignee may reasonably require to more effectively transfer the Marks.

3. Assignments. Assignors will execute all assignments and other instruments required to either effectuate or record the transfers and assignments of the Marks. Assignee will be responsible for preparing and filing all such instruments.

4. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 11.3 of the Asset Purchase Agreement.

5. Severability. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not

FROM W G & M LLP

(THU) 05. 20 '99 17:19/ST. 17 16/NO. 3562122718

rec'd. 05/20/99 03:14PM (04:54) on RightFax line 06 for FAXMAN  
05/20/99 THU 18:23 FAX 212 478 4797

WORKSHEET printed FAX37642784740C on 05/20/1999 03:17PM \* 29 '9/29  
T.B. & P 2/013

affect any other provision hereof.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, or the laws of such other jurisdiction as may be provided for in the Asset Purchase Agreement, excluding any choice-of-law provisions thereof.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of this 21<sup>st</sup> day of May, 1999.

Assignors

EDISON BROTHERS STORES, INC.  
Debtor and Debtor-in-Possession

By: John D. Burt  
Name:  
Its:

EDISON BROTHERS APPAREL  
STORES, INC.  
Debtor and Debtor-in-Possession

By: John D. Burt  
Name:  
Its:

Assignee:

JBI APPAREL, INC.

As Permitted Designee/Assignee

By:



Name:

ALAN I. WEINSTEIN

Its:

President

EDISON BROS. STORES

99 MAY 20 PM 2:39

## U.S. Registrations for REPP

Mark	Reg Number	Reg Date
HAY CREEK	2,029,787	1/14/97
BIG & TALL REPP LTD ATHLETIC & Design	1,714,326	9/8/92
BIG & TALL SHOPPES OF AMERICA	1,739,969	8/24/93
BRINELLI (Stylized)	1,988,633	7/23/96
CANYON RIDGE	2,159,159	5/19/98
COTTON BOW	1,938,812	2/27/96
FERRACCI (Stylized)	1,988,222	7/23/96
FLAGG STAFF	1,983,634	7/23/96
HARRY'S (Stylized)	1,104,524	10/17/78
HARRY'S BIG & TALL & Design	1,767,504	4/27/93
JEREMY PETERS & Design	1,253,347	10/11/83
JEREMY PETERS JP & Design	1,253,848	10/11/83
JEREMY SLADE (Stylized)	1,959,025	2/6/96
OCEAN PORT	1,988,435	7/23/96
REPP, LTD. & Design	1,242,946	6/21/83
TOWER BAY	1,966,664	4/9/96

Post-It Fax Note	7871	Date	5-20	# of pages	14
To	South Park		From	Jack Butelov	
Co./Dept.			Co.		
Phone #			Phone #	514-331-6530	
Fax #	214-746-7777		Fax #		

Thursday, May 20, 1999

Page 1 of 1

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