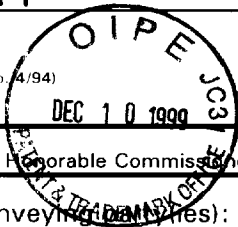


MAILED 12-10-99

01-06-2000

12-13-99

Form PTO 1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)



101239446

NET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies): Evans, Inc.

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

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

Name: Birger Christensen (USA), Inc.  
 Address: 150 West 30<sup>th</sup> Street  
 City: New York State: New York Zip: 10001  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-New York  
 Other

3. Nature of conveyance:

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Execution Date: November 23, 1999

(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 Applications

B. Trademark Registrations

Mark: EXPRESS MAIL CERTIFICATE Serial No. 595860933  
 Date: 12/10/99  
 I hereby certify that, on the date indicated above I deposited this paper or fee with the U.S. Postal Service & that it was addressed for delivery to the Commissioner of Patents & Trademarks, Washington, D.C. 20231 by "Express Mail to Office to Addressee".

Mark	Reg. No.
MAXIMILIAN BLACK DIAMOND & DESIGN	1,166,583
BLACK DIAMOND MINK FROM BLACK DIAMOND FUR FARM & DESIGN	568,546
DIAMOND & DESIGN	968,686
	574,558

Name (Print) Signature Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: 4

Name: Darby & Darby P.C.  
 Street Address: 805 Third Avenue, 27th Floor  
 City: New York State: New York Zip: 10022-7513

7. Total fee (37 CFR 3.41):.....\$115.00  
 Enclosed  
 Authorized to be charged to deposit account

01/06/2000 DNGUYEN 00000011 1166583

01 FC:481 02 FC:482

40.00 OP 75.00 UP

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.

Robert S. Weisbein Name of Person Signing

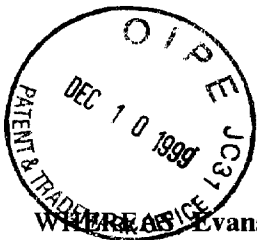
Signature

December 9, 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



2872/8E033

**TRADEMARK ASSIGNMENT**

WHEREAS, **Evans, Inc.**, a corporation, organized and existing under and by virtue of the laws of Delaware, and having a place of business at 36 South State Street, Chicago, Illinois hereinbelow, called "Assignor", owns and has used in its business certain trademarks and trademark registrations, which are shown as follows:

<u>TRADEMARK</u>	<u>TRADEMARK REG.</u>	<u>REG. DATE</u>	<u>AS RENEWED</u>
MAXIMILIAN	1,166,583	August 25, 1981	
UNMISTAKABLY MAX	1,757,395	March 9, 1993	Cancelled, Sec. 8, Sept. 13, 1999
BLACK DIAMOND & Design	568,546	December 30, 1952	Dec. 30, 1992
BLACK DIAMOND MINK FROM BLACK DIAMOND FUR FARM & Design	968,686	September 18, 1973	Sept. 18, 1993
DIAMOND & Design	574,558	May 19, 1953	May 19, 1993
EVANS	unregistered		

and

WHEREAS, **Birger Christensen (USA), Inc.**, corporation organized and existing under and by virtue of the laws of New York, and having a place of business at 150 West 30th Street, New York, New York 10001, hereinbelow called "Assignee", is desirous of acquiring the entire right, title and interest in and to the said trademarks, trademark registrations and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith as well as all claims for damages by reason of past infringement of said trademarks, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives;

THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor has sold, assigned, transferred and by these presents does hereby sell, assign, and transfer unto the said Assignee, its successors or assigns, the entire right, title and interest in and to the said trademarks, trademark registrations and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to sue for and recover for past infringement thereof; and

With respect to the trademark and trade name EVANS, Assignor does hereby sell, assign, and transfer unto the said Assignee, its successors or assigns, the entire right, title and interest in and to said trademark and trade name as used on and in connection with the goods and services heretofore sold and rendered by Assignor including, but not limited to fur apparel, namely, coats, jackets, capes, scarves, stoles, hats, earmuffs, retail store services for selling same, and for consumer finance and credit card services rendered in connection with such retail store operations; and

Assignor hereby covenants that it has full right to convey its entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

EVANS, INC.

Dated: 11/23/99

By: 

Print Name: Samuel B Garber

Print Title: President