FORM PTO-1618A
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

4/24/00

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

- [XX] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [XX] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 12 21 98

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Phillips-Van Heusen Corp.

Execution Date Month Day Year: 12 21 98

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [XX] Corporation [ ] Association

[ ] Other

[XX] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Saks Incorporated

DBA/AKA/TA:

Composed of:

Address (line 1): 750 Lakeshore Parkway

Address (line 2):

Address (line 3): Birmingham (City) AL (State/Country) 35211 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[ ] Other

[ ] 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.)*

[XX] Citizenship/State of Incorporation/Organization: Tennessee

FOR OFFICE USE ONLY

05/11/2000 JSHABAZZ 00000124 1869066

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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

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 404-881-7000

Name Ginabeth Hutchison

Address (line 1) Alston & Bird LLP

Address (line 2) One Atlantic Center

Address (line 3) 1201 West Peachtree Street

Address (line 4) Atlanta, GA 30309-3424

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 4

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)		
			1869666		

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [XX] 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 [XX]

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.

Ginabeth B. Hutchison	Ginabeth B. Hutchison	4/10/00
Name of Person Signing	Signature	Date Signed

Trademark Assignment Agreement

Dated December ___, 1998

This is a Trademark Assignment Agreement between Phillips-Van Heusen Corp., a Delaware corporation (the *"Assignor"*), and Saks Incorporated, a Tennessee corporation (the *"Assignee"*).

Terms and Conditions

In consideration of Assignee's payment of $100 to Assignor and other valuable consideration, which Assignor acknowledges having received, Assignor and Assignee agree as follows:

1. *Assignment and Further Assistance.* Assignor sells, assigns, and transfers to Assignee all of Assignor's rights, title, and interest to the United States trademark "Cezani", which is registered in the United States Patent and Trademark Office, Registration No. 1869666 dated December 27, 1994 for neckwear and shirts (the "Trademark"), together with (a) the goodwill of the business symbolized by the Trademark and (b) the registration. Assignor will perform all acts deemed necessary or desirable by Assignee to permit and assist Assignee, at Assignee's expense, to perfect and enforce Assignee's rights, title, and interest to the Trademark.

2. *Representations and Warranties.* Assignor represents and warrants to Assignee as follows:

a) Assignor is the exclusive owner of Registration No. 1869666.

b) Assignor has full power and authority to enter into this Agreement.

c) This Agreement transfers to and vests in Assignee good, valid, and marketable title to the Trademark, free and clear of all licenses.

3. *Past Infringements.* Assignor assigns to Assignee the right to bring an action for any past infringement of the Trademark and to collect and hold for Assignee's sole use forever all monetary recoveries from the infringement actions.

4. *Entire Agreement.* This Agreement and the contemporaneous letter agreement is the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions and agreements, whether written or oral.

5. *Choice of Law.* This Agreement will be governed by and construed in accordance with Alabama law without giving effect to choice of law provisions.

6. *Severability*. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

Phillips-Van Heusen Corp.

By: Allen Sirkin
Title: VICE CHAIRMAN

Saks Incorporated

By: Peggy Ehrenasi
Title: Sr. V.P.

State of New York
County of New York

Before me personally appeared Allen Sirkin, and acknowledged that he is the Vice Chairman of Phillips-Van Heusen Corp. and that Allen Sirkin executed the foregoing Trademark Assignment Agreement for and on behalf of Phillips-Van Heusen Corp. as its free act and deed.

December 10, 1998

Kenneth P. Elkinson
Notary Public

My Commission Expires: 9/28/2000

KENNETH P. ELKINSON
Notary Public, State of New York
No. 01EL6013688
Qualified in New York County
Commission Expires September 28, 2000

Notarial Seal

F501\A625867\mmb

State of Alabama
County of Jefferson

Before me personally appeared PEGGY ESKENASI, and acknowledged that SHE is the SEN. VICE. PRES. of Saks Incorporated, and that PEGGY ESKENASI executed the foregoing Trademark Assignment Agreement for and on behalf of Saks Incorporated as its free act and deed.

December 21, 1998

Notary Public

My Commission Expires: Notary Public, Alabama, State at Large
My Commission Expires March 10, 2001

Notarial Seal

F501\A625867\mmb

ALSTON&BIRD LLP

One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

404-881-7000
Fax: 404-881-7777
www.alston.com

Ginabeth B. Hutchison | Direct Dial: 404-881-7145 | e-mail: ghutchison@alston.com

April 10, 2000

Box ASSIGNMENTS
FEE
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Recordation of Assignment

Dear Sir:

Enclosed for recordation is an Assignment of Trademark between Phillips-Van Heusen Corp. (the "Assignor"), and Saks Incorporated having its principal place of business at 750 Lakeshore Parkway Birmingham, Alabama 35211, (the "Assignee"), wherein the Assignor granted to Assignee all right, title and interest in and to the mark shown below.

REGISTRATION NO.	MARK
1,869,666	CEZANI

The recordation fee prescribed by 37 C.F.R. § 2.6, as amended, in the amount of $40.00 is included herewith. Please return the Notice of Recordation to the undersigned.

We appreciate your assistance in recording this Assignment.

Sincerely yours,

Ginabeth B. Hutchison

Ginabeth B. Hutchison

Attachment
GBH:rmd
ATL01/10639119v1

1211 East Morehead Street
P. O. Drawer 34009
Charlotte, NC 28234-4009
704-331-6000
Fax: 704-334-2014

3605 Glenwood Avenue, Suite 310
P. O. Drawer 31107
Raleigh, NC 27622-1107
919-420-2200
Fax: 919-420-2260

601 Pennsylvania Avenue, N.W.
North Building, 11th Floor
Washington, DC 20004-2601
202-756-3300
Fax: 202-756-3333