

12-06-2000



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11-20-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #64

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

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- New
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

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Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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

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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)

<input type="text" value="75/859947"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

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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:

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Authorization to charge additional fees:

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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.

GREG PHILLIPS / LEGAL ASSISTANT

11-20-00

Name of Person Signing

Signature

Date Signed

SERVICE MARK ASSIGNMENT

This Service Mark Assignment (hereinafter referred to as "Assignment") dated this 20 day of November, 2000, is by and between St. John Home, LLC, a Delaware limited liability company, which has a principal place of business at 17522 Armstrong Avenue, Irvine, California 92614 ("Assignor") and St. John Knits, Inc., a California corporation, which has a principal place of business at 17622 Armstrong Avenue, Irvine, California 92614 ("Assignee");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the service mark identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Service Mark");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the service mark application listed in Schedule B, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Application");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Service Mark and the Application and has not abandoned it.

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Service Mark and the Application owned by Assignor; and


WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Service Mark and the Application;

WHEREAS, Assignee agrees to execute an exclusive, royalty-free license of the Service Mark to the Assignor;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Service Mark and the Application; together with the goodwill symbolized by said Service Mark and the Application.


St. John Home, LLC, a Delaware limited liability company,

DATED: 11/20/00


By: ROGER G. RUPPERT
Title: CHIEF FINANCIAL OFFICER

St. John Knits, Inc., a California corporation

DATED: 11/20/00


By: Joseph G. Johnson
Title: Assistant Secretary