

01-16-2001



101583713

TO: The Commissioner of Patents and Trademarks

Document(s) or copy(ies).

Submission Type

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

Conveyance Type

- Assignment
- License
- Security
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
8/1/00

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/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

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.)

FOR OFFICE USE ONLY

01/12/2001 NTHA11 00000275 76051432

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 populate 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 (919) 286-8000

Name

Arlene D. Hanks

Address (line 1)

Moore & Van Allen, PLLC

Address (line 2)

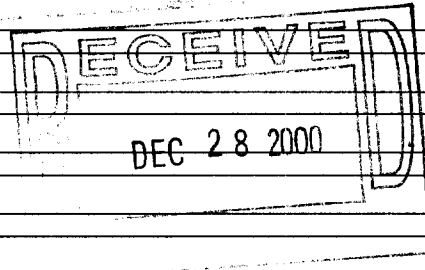
2200 West Main Street

Address (line 3)

Suite 800

Address (line 4)

Durham, NC 27705-4658



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)

76/051,432

1,940,249

1,918,602

1,833,865

76/070,279

1,953,711

1,780,351

702,630

2,236,906

1,898,409

1,158,183

Number of Properties

Enter the total number of properties involved.

15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 390.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(any deficiency)

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

Deposit Account Number:

13-4365

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.

Arlene D. Hanks

12-20-00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organizaition

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

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

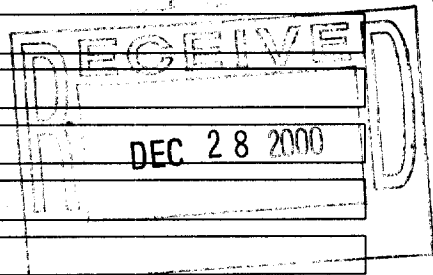
Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)



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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,055,989	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,992,213	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,129,267	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,049,780	<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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL

WHEREAS, NORTON McNAUGHTON OF SQUIRE, INC., a New York corporation, whose address is 463 Seventh Avenue, New York, New York, 10018, (hereinafter the "Assignor"), has adopted, used, is using and is the owner of the trademarks and the applications and registrations therefor in the United States Patent and Trademark Office and in any similar office or agency of any other country or any political subdivision thereof, more fully set forth on the attached Exhibit "A," and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action and the right to recover for past infringement, dilution or other misappropriation thereof (hereinafter collectively the "Trademarks");

WHEREAS, McNAUGHTON APPAREL HOLDINGS INC., a South Carolina corporation, whose address is 1020 North Pointe Industrial Boulevard, Goose Creek, South Carolina 29445 (hereinafter the "Assignee") is desirous of acquiring the Trademarks effective as of August 1, 2000;


NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00) and for other good and valuable consideration, receipt of which Assignor acknowledges by its execution below:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Trademarks, in each case together with the goodwill of the business connected with the use of and symbolized by said marks and that portion of Assignor's business which pertains to any pending intent-to-use applications filed pursuant to Section 1(b) of the United States Trademark Act (15 U.S.C. § 1051, *et seq.*), and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the mark, false designations of origin, unfair competition, deceptive trade practices, dilution or other misappropriation related to the Trademarks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor in all relevant jurisdictions.

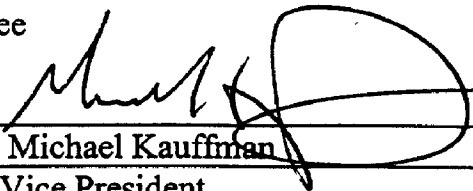
2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Trademarks in Assignee, its successors or assigns.

We have hereto set our hand(s) and seal(s) this 15 day of November, 2000.

NORTON McNAUGHTON OF SQUIRE, INC.,
Assignor

By: 
Name: Peter Boneparth
Title: President

McNAUGHTON APPAREL HOLDINGS INC.,
Assignee

By: 
Name: Michael Kauffman
Title: Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK
UNITED STATES OF AMERICA

I, Madeline Levine, a Notary Public of the aforesaid County and State, do hereby certify that Peter Boneparth personally appeared before me this day and acknowledged that he is the President of NORTON McNAUGHTON OF SQUIRE, INC., a corporation organized and existing pursuant to the laws of the State of New York, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him as its President, as the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 15 day of November,
2000.

Madeline Levine

My Commission Expires:
3/30/01

Notary Public
MADÉLINE LEVINE
Notary Public, State of New York
No. 01LE4731410
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 2001

STATE OF New York
COUNTY OF New York
UNITED STATES OF AMERICA

I, Madeline Levine, a Notary Public of the aforesaid County and State, do hereby certify that Michael Kauffman personally appeared before me this day and acknowledged that he is the Vice President of McNAUGHTON APPAREL HOLDINGS INC., a corporation organized and existing pursuant to the laws of the State of South Carolina, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him as its Vice President, as the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 15 day of November,
2000.

Madeline Levine

My Commission Expires:
3/30/01

Notary Public
MADÉLINE LEVINE
Notary Public, State of New York
No. 01LE4731410
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 2001

Exhibit A

A. United States Trademark Registrations Being Assigned

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
A. <u>United States</u>		
Katherine Marie	1,940,249	December 5, 1995
Kate McNaughton	1,953,711	January 30, 1996
Norton & Co.	2,236,906	April 6, 1999
Norty's	1,918,602	September 12, 1995
Maggie McNaughton	1,780,351	July 6, 1993
Modiano	1,898,409	June 6, 1995
Norton McNaughton	1,833,865	May 3, 1994
Pant-Her	702,630	August 9, 1960
Pant-Her and Design	1,158,183	June 23, 1981
Norton Studio	2,055,989	April 22, 1997
McNaughton Wear	1,992,213	August 6, 1996
Danielle Paige	2,129,267	January 13, 1998
D.P.S.	2,049,780	April 1, 1997
Norton McNaughton View	App. Ser. #76/051,432	Filed: May 18, 2000
Norton McNaughton Essentials	App. Ser. #76/070,279	Filed: June 14, 2000

B. Other Countries

Maggie McNaughton (Canada)	TMA 480,990	August 20, 1997
Norton McNaughton (Canada)	TMA 485,068	October 31, 1997
Norton McNaughton (Chile)	443,241	April 12, 1995
Norton McNaughton (Mexico)	482,534	June 14, 1994
Maggie McNaughton (United Kingdom)	1,581,367	August 10, 1994
Norton McNaughton (European Community)	409,383	November 28, 1996
Pant-Her (Canada)	TMA 294,625	August 31, 1984
Pant-Her and Design (Canada)	TMA 219,677	March 25, 1977 March 25, 1992 (renewed)
Pant-Her Pant & Design (Canada)	TMA 132,164	August 9, 1963 August 9, 1993 (renewed)