

01-19-2001



101589099

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1.5.01

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

Submission Type

- 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
- Change of Name
- Other

Effective Date
Month Day Year
12 21 2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12 21 2000

Formerly

2175826

- 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

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

01/19/2001 DNGUYEN 00000072 2175826

01 FC:481

40.00 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

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)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2175826"/>	<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"/>

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.

Barry Werbin

Name of Person Signing



Signature

January 2, 2001

Date Signed

BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that Mimco, Inc., a Massachusetts corporation (the "Assignor"), for good and valuable consideration, does hereby grant, assign, convey, transfer and deliver, unto S. Rothschild & Co., Inc., a Pennsylvania corporation (the "Assignee"), and its successors and assigns, all of Assignor's worldwide right, title ownership, and interest in and to (a) the trademark set forth on Exhibit A hereto, together with all proprietary rights and goodwill therein and associated therewith, (b) the registration described on Exhibit A and all other proprietary rights and goodwill therein and associated therewith, together with the right to prosecute and recover for any damages and profits for past and future infringements thereof (collectively, the "Intellectual Property Rights"), free and clear of all liens, claims, charges, security interests, mortgages, pledges, easements, conditional sales or other title retention agreements or rights of use by another person, defects in title, covenants or other restrictions or limitations of any kind ("Intellectual Property Rights");

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, to and for its use forever throughout the world in any and all media and for any and all purposes now existing or hereafter invented;

AND, for the consideration aforesaid, the Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney or attorneys of the Assignor, with full power of substitution for the Assignor and in its name and stead or otherwise, by and on the behalf of and for the benefit of the Assignee, its successors and assigns, to demand and receive from time to time any and all the Intellectual Property Rights hereby assigned, transferred, conveyed and delivered, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of the Assignor or otherwise, but at the expense and for the benefit of the Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise which the Assignee, its successors and assigns, may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Intellectual Property Rights hereby assigned, transferred, conveyed and delivered, and to defend or compromise any and all actions, suits, or proceedings in respect of any of the Intellectual Property Rights and to do all such acts and things in relation thereto as the Assignee, its successors or assigns, shall deem desirable; and the Assignor hereby declares that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by the Assignor in any manner or for any reason;

AND, for the consideration aforesaid, the Assignor for itself and its successors and assigns has covenanted and by this Bill of Sale and Assignment does covenant with the Assignee, its successors and assigns, that it, the Assignor, and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto the Assignee, its successors, and assigns, all and singular the entire right, title and interest in the Intellectual Property Rights hereby transferred, assigned and conveyed as the Assignee, its successors, or assigns, shall reasonably require, all at the sole cost of Assignee.

This Bill of Sale and Assignment and the covenants and agreements herein contained shall inure to the benefit of the Assignee, its successors and assigns, and shall be binding upon the Assignor, its successors and assigns.

This Bill of Sale and Assignment may be recorded by Assignee in its sole discretion as it deems appropriate with the United States Patent and Trademark Office and/or the United States Copyright Office.


This Bill of Sale and Assignment and any and all related instruments of transfer or assignment delivered hereunder, if any, shall be governed by and interpreted in accordance with the laws of the State of New York applicable to contracts executed and wholly performed within such State.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed on its behalf by a duly authorized officer as of December 21, 2000.

THE ASSIGNOR:

MIMCO, INC.

By:

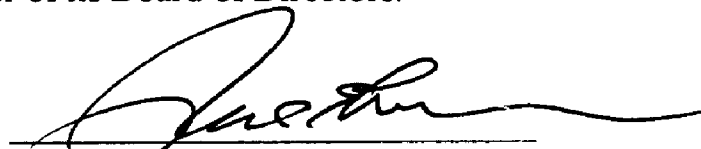

Name: Miriam B. Shuter
Title: President

COMMONWEALTH OF MASSACHUSETTS):

SS.:

COUNTY OF ESSEX)

On the 21st day of December, 2000, before me personally came MIRIAM B. SHER, to me known, who, being by me duly sworn, did depose and say that said person is the President of Mimco, Inc., a Massachusetts corporation, the corporation described in and which executed the foregoing instrument; and that said person executed the foregoing instrument on behalf of said corporation and by order of its Board of Directors.



Notary Public
Commission Expires: 6/23/06

Exhibit A

MARK	REGISTRATION NO.:	CLASS
Boston Outfitters	2175826; Registered July 21, 1998	International Class 25; U.S. Classes 22 and 39; for clothing, namely, men's and women's coats and jackets.

HFNY2: #512970 v1/03681-0000 / 11/28/2000