

01-19-2001



1-5-01

101589098  
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

- 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 WILLIAM BARRY CO.

Execution Date  
Month Day Year  
12 21 2000

Formerly \_\_\_\_\_

2175826

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name MIMCO, INC.

DBA/AKA/TA DBA WILLIAM BARRY CO.

Composed of \_\_\_\_\_

Address (line 1) 46 Tioga Way

Address (line 2) \_\_\_\_\_

Address (line 3) Marblehead  
City

Mass  
State/Country

01746  
Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Massachusetts

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

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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

212-592-1418

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 William Barry Co. (the "Assignor"), for good and valuable consideration, does hereby grant, assign, convey, transfer and deliver, unto Mimco, Inc., a Massachusetts 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.

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:

WILLIAM BARRY CO.

By:

Miriam B. Shitzer

Name: Miriam B. Shitzer

Title: (As president of Mimico Inc. d/b/a  
William Barry Co.)

COUNTY OF ESSEX )

On the 21<sup>st</sup> day of December, 2000, before me personally came MIRIAM B. SHUTZER, to me known, who, being by me duly sworn, did depose and say that said person is the PRES. \* of William Barry Co., the company 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.

\* Wm Co, Inc.  
d/wa Wm Barry Co.

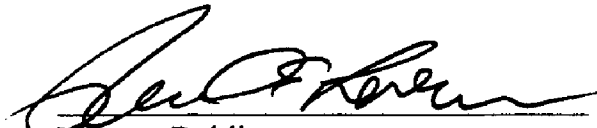
  
Notary Public  
Commission Expires: 6/23/06

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.

HERRICK, FEINSTEIN LLP  
A LIMITED LIABILITY PARTNERSHIP

2 PARK AVENUE  
NEW YORK, N.Y. 10016

TELEPHONE: (212) 592-1400

FACSIMILE: (212) 889-7577

BARRY WERBIN

PARTNER

(212) 592-1418

EMAIL: bwerb@herrick.com

104 CARNEGIE CENTER  
PRINCETON, N.J. 08540-6232  
TELEPHONE: (609) 452-3800  
FACSIMILE: (609) 520-9095

January 3, 2001

**VIA U.S. EXPRESS MAIL**  
**RECEIPT NO. EL252384655US**

Assistant Commissioner of Patents and Trademarks  
Box Assignments/Fee  
Washington, D.C. 20231

**Re: Registration No. 2175826/Assignment Recordation**

Dear Assistant Commissioner:

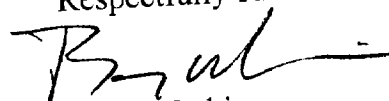
We respectfully enclose for recordation two assignments pertaining to Registration No. 2175826, for the mark BOSTON OUTFITTERS. It is very important that each assignment gets recorded in the correct order, so as to reflect the correct chain of title via the assignments. Therefore, we respectfully request that the assignment from William Barry Co., as conveying party, to Mimco, Inc., as receiving party, be recorded first, followed in sequence by the second assignment from Mimco, Inc., as conveying party, to S. Rothschild & Co., as receiving party.

We also enclose the following:

1. Two completed Recordation Form Cover Sheets, covering each of the above-mentioned assignments;
2. Copies of the respective December 21, 2000 assignments between the above-referenced parties; and
3. Separate filing fee checks covering both recordings in the amount of \$40.00 each.

Kindly return the enclosed pre-addressed, postage paid, postcard to acknowledge your receipt of the above-referenced materials.

Respectfully submitted,

  
Barry Werbin

BW/kh  
Enclosures

HENRY2-#520019 v1/04916-0004 / 01/02/2001  
**RECORDED: 01/05/2001**

**TRADEMARK**  
**REEL: 002216 FRAME: 0115**