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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101915792

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Gabrielle Studio, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New York
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LVMH Moet Hennessy Louis Vuitton Inc.
Internal
Address: _____
Street Address: 19 East 57th Street, Fifth Floor
City: New York State: NY Zip: 10022

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/059918 75/651569
76/184582 75/651570

B. Trademark Registration No.(s)
1802526 1320877
2103686 2103743

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Wendi E. Sloane
Internal Address: Barack Ferrazzano
Kirschbaum Perlman & Nagelberg
Street Address: 333 West Wacker Drive
Suite 2700
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 63

7. Total fee (37 CFR 3.41).....\$ 1590.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1004
Authorized to charge excess or additional fees.
(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

Wendi E. Sloane November 28, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

12/13/2001 GTM11 00000109 76059918
01 FC:481 40.00 DP
02 FC:482 1550.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002400 FRAME: 0779

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

4. (Continued)

A Trademark Application No.(s)		B. Trademark Registration No.(s)	
75/917219	75/619525	1554808	1609650
75/939023	75/777999	1586768	2057816
76/047749	75/640940	1586886	1692152
76/008090	75/618030	1598391	1790498
76/098356	76/047748	1607425	2142132
76/098355	75/651567	1646910	2375843
75/293676	76/047747	1848632	1459172
75/651568	76/014718	1949229	1834261
75/777998	76/271001	1951022	2000720
76/024613	76/245229	1958158	2103685
75/772121	76/208417	2203071	1422765
75/777997	76/184582	2358744	2470110
75/937699	76/225076	1635567	2470315
76/024612	76/008090	1784213	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 27, 2001, is made by and between Gabrielle Studio, Inc., a New York corporation (hereinafter referred to as "**Assignor**"), and LVMH Moet Hennessy Louis Vuitton Inc., a Delaware corporation (hereinafter referred to as "**Assignee**").

WHEREAS, Assignor has adopted, used and is using, or proposes to use, certain trademarks including, but not limited to, those listed on Schedule A attached hereto and which are registered or are the subject of pending applications for registration in the United States Patent and Trademark Office (collectively referred to as "**Trademarks**");

WHEREAS, Assignor is obligated to Assignee pursuant to the terms and conditions of: (a) that certain Credit Agreement, of even date herewith, by and among Assignor, Assignee, and certain other parties thereto; (b) that certain Promissory Note, made by Assignor and certain other parties thereto in favor of Assignee; and (c) that certain Security Agreement, by and between Assignor and Assignee (collectively referred to as "**Agreements**"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant and assign to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, whether registered or unregistered, pending or common law, and any and all applications for registration and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all proceeds thereof, including without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (the "**Collateral**"), to secure the prompt payment, performance, and observance of the liabilities, indebtedness, and obligations as set forth in the Agreements. Assignor does hereby further acknowledge and affirm that the rights of Assignee with respect to the Collateral made and granted hereby are more fully set forth in the Agreements, the terms and provisions of which are incorporated in this Trademark Security Agreement by reference.

Assignor agrees that, from time to time, at its sole expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable or that Assignee may request, in order to perfect and protect any security interest granted or purported to be granted hereby, to effectuate the result intended and contemplated by Assignee hereby and/or to enable Assignee to exercise and enforce its rights and remedies under the Agreements with respect to any Collateral.

Assignor will furnish to Assignee from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Assignee may request, all in reasonable detail.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of New York, without regard to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be duly executed by its officer duly authorized as of the 27th day of November, 2001.

GABRIELLE STUDIO, INC.

By: L Firestone
Name: L Firestone
Title: VP & Secretary

**LVMH MOET HENNESSY LOUIS
VUITTON INC.**

By: L Firestone
Name: L Firestone
Title: VP & Secretary

NOTARIAL CERTIFICATE

United States of America)
State of New York) SS:
County of New York)

On November 27, 2001, before me the undersigned, a Notary Public, personally appeared Louise Firestone, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

WITNESS my hand and official seal.

Subscribed and sworn to before me
this 27th day of November, 2001.




Gloria Bruzze
Notary Public

My commission expires on: Jan. 25, 2002

GLORIA BRUZZESE
Notary Public, State of New York
No. 24-4917918
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Jan. 25, 2002






SCHEDULE A**REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS****United States Registered Trademarks**



Mark	Reg. No.	Reg. Date	Int'l. Class(es)	Status
DK	1802526	11/2/1993	3	Registered - Section 8 & 15 Accepted and Acknowledged
DK	2103686	10/7/1997	3	Registered
DK GOLD	1320877	2/19/85	25	Registered - Section 8 & 15 Accepted and Acknowledged (Assigned to Gabrielle Studios, Inc. from DonnKenny Apparel on 6/5/97)
DK MEN	2103743	10/7/1997	3	Registered
DKNY	1554808	9/5/1989	25	Registered - Section 8 & 15 Accepted and Acknowledged
DKNY	1586768	3/13/1990	18	Registered - Section 8 & 15 Accepted and Acknowledged
DKNY	1586886	3/13/1990	25	Renewed
DKNY	1598391	5/29/1990	9	Registered - Section 8 & 15 Accepted and Acknowledged
DKNY	1607425	7/24/1990	14	Registered - Section 8 & 15 Accepted and Acknowledged
DKNY	1646910	6/4/1991	25	Registered - Section 8 & 15 Accepted and Acknowledged
DKNY	1848632	8/9/1994	25	Registered - Section 8 & 15 Accepted and Acknowledged
DKNY	1949229	1/16/1996	25	Registered


Mark	Reg. No.	Reg. Date	Int'l. Class(es)	Status
DKNY	1951022	1/23/1996	16	Registered
DKNY	1958158	2/20/1996	9	Registered
DKNY	2203071	11/10/1998	42	Registered
DKNY	2358744	6/13/2000	3	Registered
DKNY DONNA KARAN COVERINGS NEW YORK (& Design) 	1635567	2/19/1991	25	Registered - Section 8 & 15 Accepted and Acknowledged
DKNY DONNA KARAN NEW YORK (& Design) 	1784213	7/27/1993	25	Registered - Section 8 & 15 Accepted and Acknowledged
DKNY EYES	1609650	8/14/1990	9	Registered - Section 8 & 15 Accepted and Acknowledged
DKNY JEANS (& Design) 	2057816	4/29/1997	25	Registered
DONNA KARAN	1692152	6/9/1992	42	Registered - Section 8 & 15 Accepted and Acknowledged
DONNA KARAN	1790498	8/31/1993	25	Registered - Section 8 & 15 Accepted and Acknowledged
DONNA KARAN	2142132	3/10/1998	9	Registered
DONNA KARAN CASHMERE MIST	2375843	8/8/2000	3	Registered
DONNA KARAN NEW YORK	1459172	9/29/1987	14 18 25	Registered - Section 8 & 15 Accepted and Acknowledged
DONNA KARAN NEW YORK	1834261	5/3/1994	3	Registered Section 8 & 15 Accepted and Acknowledged

Mark	Reg. No.	Reg. Date	Int'l. Class(es)	Status
DONNA KARAN NEW YORK	2000720	9/17/1996	16	Registered
DONNA KARAN NEW YORK	2103685	10/7/1997	3	Registered
DONNAKARAN NEW YORK (Stylized)	1422765	12/30/1986	14 18 25	Registered - Section 8 & 15 Accepted and Acknowledged
DKNY	2470110	7/17/01	25	Registered
DONNA KARAN FORMULA	2470315	7/07/01	3	Registered

United States Pending Trademarks

Mark	Appln. No.	Filing Date	Int'l. Class(es)	Status as of 3/15/2001
CITY DKNY	76/059918	5/30/2000	25	Published Notice of Allowance Issued 6/5/01
CITY DKNY	76/184582	12/21/2000	18	Pending
DESIGN ONLY (Boomerangs Joined by Bar) 	75/651569	3/02/1999	18	Published - Notice of Allowance Issued 4/4/2000 ;
DESIGN ONLY (Boomerangs Joined By Bar) 	75/651570	3/02/1999	25	Published - Notice of Allowance Issued 8/01/2000; First Extension Granted 8/1/2000
DESIGN ONLY (Parallelogram) 	75/917219	2/14/2000	25	Published - Notice of Allowance Issued 11/21/2000
DESIGN ONLY (Parallelogram) 	75/939023	3/07/2000	18	Published - Notice of Allowance Issued 11/21/2001
DESIGN ONLY (Parallelogram) 	76/047749	5/10/2000	9	Published - Notice of Allowance Issued 5/19/01
DK	76/008090	3/23/2000	18	Pending - Notice of Allowance Issued 8/28/01

Mark	Appln. No.	Filing Date	Int'l. Class(es)	Status as of 3/15/2001
DK (Stylized) 	76/098356	7/27/2000	9	Pending Notice of Allowance Issued 7/10/01
DK	76/098355	7/27/2000	9	Pending - Notice of Allowance Issued 7/10/01
DKNY	75/293676	5/19/1997	3	Published - Notice of Allowance Issued 2/2/1999; Fifth Extension Granted 8/13/01
DKNY	75/651568	3/2/1999	14	Published - Notice of Allowance Issued 2/22/2000; First Extension Granted 10/12/2000
DKNY ACTIVE	75/777998	8/17/1999	14	Published - Notice of Allowance Issued 5/16/2000
DKNY ACTIVE	76/024613	4/13/2000	9 18	Published - Notice of Allowance Issued 4/24/01
DKNY ENERGY	75/772121	8/9/1999	3	Published - Notice of Allowance Issued 10/3/2000;
DKNY JEANS	75/777997	8/17/1999	14	Published - Notice of Allowance Issued 5/16/2000
DKNY JEANS	75/937699	3/7/2000	35	Published - Notice of Allowance Issued 1/23/2001
DKNY JEANS	76/024612	4/13/2000	18	Published - Notice of Allowance Issued 1/16/2001
DKNY JEANS THE OFFICIAL UNIFORM OF NEW YORK (& Design) 	75/619525	1/12/1999	25	Published - Notice of Allowance Issued 7/18/2000
DKNY PURE	75/777999	8/17/1999	25	Published - Notice of Allowance Issued 3/20/01
DKNY SKIN	75/640940	2/16/1999	3	Published - Notice of Allowance Issued 6/20/2000;
DKNY WORKS	75/618030	1/9/1999	3	Published - Notice of Allowance Issued 4/11/2000;
DKNY	76/047748	5/10/2000	24	Published - Notice of Allowance Issued 5/8/01

Mark	Appln. No.	Filing Date	Int'l. Class(es)	Status as of 3/15/2001
DONNA KARAN NEW YORK	75/651567	3/2/1999	14	Notice of Allowance Issued 3/7/00
DONNA KARAN NEW YORK	76/047747	5/10/2000	24	Notice of Allowance Issued 5/8/01
MODERN SOULS	76/014718	3/31/2000	3 4 16	Pending - Notice of Allowance Issued 8/14/01
DONNA KARAN BLACK CASHMERE	76/271,001	6/13/01	3	Pending- Approved for Publication
BLUSH HOUR	76/245,229	4/23/01	3	Pending- Approved for Publication
DK (Stylized) 	76/208,417	2/12/01	25	Pending – Published for Opposition 8/14/01
CITY DKNY	76/184,582	12/21/00	18	Pending – Published for Opposition 11/9/01
DONNA KARAN COLORATIONS	76/225,076	3/15/01	3	Pending- Non-final Action Mailed
DK	76/008,090	3/23/00	18	Pending - Notice of Allowance Issued 8/28/01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

NOV 29

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76/184582	75/651570	2103686	2103743

Additional number(s) attached Yes No

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Name: Wendi E. Sloane
Internal Address: Barack Ferrazzano
Kirschbaum Perlman & Nagelberg

Street Address: 333 West Wacker Drive
Suite 2700
City: Chicago State: IL Zip: 60606

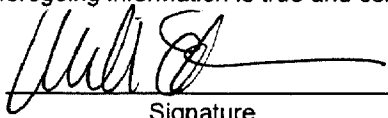
6. Total number of applications and registrations involved: **63**

7. Total fee (37 CFR 3.41).....\$ 1590.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1004
Authorized to charge excess or additional fees.
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.
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Wendi E. Sloane  November 28, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **11**

Mail documents to be recorded with required cover sheet information to:
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