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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): Gloria Vanderbilt Trademark B.V. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Netherlands corporation

2. Name and address of receiving party(ies) Name: Jones Investment Co., Inc. Internal Address: Street Address: 200 West 9th Street Plaza City: Wilmington State: DE Zip: 19801 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: April 8, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Please see attached schedule A

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Katherine Blaukopf Internal Address: 39th floor legal Dept Jone Apparel Group, Inc Phone (212) 642-3867 (Fax) (212) 920-5370 Street Address: 1411 Broadway City: New York State: NY Zip: 10018

6. Total number of applications and registrations involved: 37 7. Total fee (37 CFR 3.41): \$ 940.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 501650

9. Signature. Katherine Blaukopf Signature Date April 10, 2002

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

04/29/2002 GTON11 00000170 501650 74510616 01 FC:481 40.00 CH 02 FC:482 900.00 CH

TRADEMARK REEL: 002494 FRAME: 0776

## Continuation of Item 4

SCHEDULE A

## U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG/APP #	REG/FILING DATE	CLASS
V BY VANDERBILT	74/510,616	04/08/94	14, 18
V BY GLORIA VANDERBILT	74/515,962	04/21/94	14, 18, 25
V BY GLORIA	74/572,390	09/12/94	14, 18, 25
JEANSTAR	75/681,567	04/13/99	25
GV BACKPOCKET AND DESIGN (Design Only)	76/126,193	09/12/00	25
GLO JEANS	76/163,130	11/13/00	25
GLORIA VANDERBILT	76/339,925	11/20/01	14, 26
SWAN Design	76/339,926	11/20/01	14, 26
GLO BRA	78/076,868	08/01/01	25
SWAN DESIGN (FAT)	1,155,671	05/26/81	25
G.V. DESIGN	1,171,375	09/29/81	25
GLORIA VANDERBILT (SIGNATURE)	1,196,851	06/01/82	25
GLORIA VANDERBILT	1,210,561	09/28/82	25
GLORIA VANDERBILT (SIGNATURE)	1,289,670	08/14/84	3
G.V. (INTERLOCK)	1,306,124	11/20/84	25
VANDERBILT GLORIA VANDERBILT and SWAN DESIGN	1,331,536	04/23/85	3
VANDERBILT	1,333,913	05/07/85	3
SWAN DESIGN FLOATING	1,350,752	07/23/85	25
SWAN DESIGN FLOATING	1,371,374	11/19/85	25

## Continuation of Item 4

TRADEMARK	REG/APP #	REG/FILING DATE	CLASS
GLORIA VANDERBILT SIGNATURE	1,485,338	04/19/88	25
SWAN DESIGN (FAT)	1,586,875	03/13/90	25
GLORIA VANDERBILT (SIGNATURE)	1,594,237	05/01/90	18
SWAN DESIGN	1,606,340	07/17/90	14
SWAN DESIGN	1,649,898	07/09/91	3
VANDERBILT COLLECTION	1,662,464	10/29/91	18
GLORIA VANDERBILT SPORT	1,682,956	04/14/92	18
GLORIA VANDERBILT (SIGNATURE)	1,699,162	07/07/92	25
GLORIA VANDERBILT	1,891,168	04/25/95	25
GLORIA VANDERBILT & SWAN DESIGN	1,929,150	10/24/95	25
ROYAL BLUES	1,940,465	12/12/95	25
V BY VANDERBILT	1,980,022	06/11/96	3
GV STUDIO	2,055,566	04/22/97	25
GV GLORIA VANDERBILT	2,078,407	07/15/97	18, 25
GLO BY GLORIA VANDERBILT	2,214,935	12/29/98	25
COMMODORE DE VANDERBILT	2,289,829	11/2/99	3
VANDERBILT PETALS	2,330,841	03/21/00	3
GLO	2,529,980	01/15/02	25

# UNITED STATES TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Assignment") dated April 8, 2002, between **GLORIA VANDERBILT TRADEMARK B.V.**, a Netherlands corporation with offices and a place of business at 23 Avenue Monterey, L-2086, Luxembourg ("Assignor"), and **JONES INVESTMENT CO. INC.**, a Delaware corporation with offices and a place of business at 200 West 9th Street Plaza, Suite 700, Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor, Assignee and Jones Apparel Group, Inc. have entered into an Asset Purchase Agreement dated as of March 18, 2002 (the "Asset Purchase Agreement");

WHEREAS, Assignor, by itself and through its predecessors in interest, adopted and has used the trademarks, trade names, service marks, designs, logos and variations and combinations thereof, and is the owner of such trademarks and of the related United States trademark registrations and applications for registration and the unregistered trademarks listed in Schedule A annexed hereto and made a part hereof (collectively, the "Trademarks"), and the goodwill of the business in connection with which such Trademarks are used and which is symbolized thereby; and

WHEREAS, in accordance with the Asset Purchase Agreement, Assignee desires (i) to acquire all of Assignor's right, title and interest in and to all of the Trademarks (including all registrations, renewals and applications therefor) and the goodwill of the business in connection with which such Trademarks are used and which is symbolized thereby, along with the right to recover for damages and profits for past infringements thereof, and (ii) to become the successor to the portion of Assignor's business to which any intent-to use applications for the Trademarks apply, which business is ongoing and existing;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee all of Assignor's right, title and interest in and to the following:

1. the Trademarks, and all applications, registrations and renewals thereof;
2. the goodwill of the business symbolized by and associated with such Trademarks;
3. the intent-to-use applications for the Trademarks on Schedule A, together with the portion of the business of Assignor to which those Trademarks apply, which business is ongoing and existing; and
4. the right to sue and recover damages and profits for past infringements, if any, in the name of Assignee.



This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State, and shall also be subject to the trademark laws of the United States, as applicable.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed in its corporate name by its duly authorized officer this  8  day of April, 2002.

ASSIGNOR:

**GLORIA VANDERBILT TRADEMARK B.V.**

By:  Carol CASPARI   
Title:  Management Board Member.   
Date:  8/4/02

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

**JONES INVESTMENT CO. INC.**

By:  J. M. J.   
Title:  PRESIDENT   
Date:  APRIL 4, 2002

STATE OF NEW YORK )  
 ) : ss.  
COUNTY OF New York )

On this 8th day of April, 2002 before me, a Notary Public in and for the County of New York, in the State of New York, personally appeared Carole Caspani to me known to be the Management Board Member of Gloria Vanderbilt Trademark, BV and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.

**SUSAN B. SANTANIELLO**  
Notary Public, State of New York  
No. 31-4931343  
Qualified in New York County  
Commission Expires 06-20-2002

Susan B Santaniello  
NOTARY PUBLIC

My Commission expires: 6/20/2002

STATE OF NEW YORK )  
 ) : ss.  
COUNTY OF New York )

On this 4th day of April, 2002, before me, a Notary Public in and for the County of New York, in the State of New York, personally appeared IRA M. DANKY to me known to be the PRESIDENT of JONES INVESTMENT Co. INC., and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.

Janet I. Fitzpatrick  
NOTARY PUBLIC

**JANET I. FITZPATRICK**  
Notary Public, State of New York  
No. 01F15045959  
My Commission expires: Qualified in New York County  
Commission Expires June 28, 10/2003

Note: Notarization will conform to the jurisdiction in which the Assignment is executed.

**SCHEDULE A****U.S. TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG/APP #</b>	<b>REG/FILING DATE</b>	<b>CLASS</b>
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VANDERBILT PETALS	2,330,841	03/21/00	3
GLO	2,529,980	01/15/02	25



# COMMONLAW TRADEMARKS

TRADEMARK
AMERICAN ROYAL
BEACH BLUES
BODY CONSCIOUS
G.V. (IN DIAMOND)
G.V. (INTERLOCK IN DIAMOND)
G.V. (INTERLOCK)
G.V. SIGNATURE (DESIGN)
GLORIA VANDERBILT FRIENDS
GLORIOUS GLORIA VANDERBILT & DESIGN
GV AMERICA
GV FRIENDS
ROYAL BLUES
ROYAL COLORS
SWAN DESIGN (FAT)
SWAN DESIGN FLOATING
THE AUTHENTIC RETRO BRAND
TREAT YOUR BODY
URBAN BLUES
VANDERBILT COLLECTION
VANDERBILT COLLECTION and SWAN DESIGN
VANDERBILT COLLECTION BY GLORIA VANDERBILT
VANDERBILT SPORT
VANDERBILT SPORT CLUB