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01-02-2003

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY



1/810/812/004/804/811/008/100/808/809/807/806/802/058

Intents and Trademarks: Please record the attached original documents or copy hereof.

102325975

1. Name of conveying party(ies):  
 G-III License Company, LLC *12-12-02*

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State e  
 Other: Limited Liability Corporation  
 State: Delaware

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

2. Name and address of receiving party(ies):

Name: G-III Brands, Ltd.  
 Address: 300 Delaware Avenue, Suite 1704  
Wilmington, DE 19801

Individual(s) citizenship: \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation  
 State Delaware

OFFICE OF FIRST TO RECORD  
 2002 DEC 12 AM 11:09  
 FINANCE SECTION

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other: \_\_\_\_\_  
 Execution Date: 11/22/02

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) & addresses attached?  
 Yes  No

A. Trademark Application No.(s)  
 See attached Schedule A (eleven trademarks)

Additional Numbers attached?  Yes  No

B. Trademark Registration No.(s)  
 See attached Schedule A (four trademarks)

5. Name and address of party to whom  
 correspondence concerning document should be  
 mailed:

Name: Mark N. Mutterperl  
 Internal Address: Fulbright & Jaworski L.L.P.  
 Street Address: 666 Fifth Avenue  
 City: New York State: NY Zip: 10103

6. Total number of applications and registration  
 involved: ..... 15

7. Total fee (37 CFR 3.41) ..... \$ 390.00  
 Enclosed  
 Authorized to be charged to deposit account in the  
 event of insufficiency of check

8. Deposit account number: 50.0624  
 - Order No. 310.204, et al.  
 (Attach duplicate copy of this page if paying by deposit account)

12/31/2002 LUPELLER 00000150 76002543  
 01 FC:0521 40.00 OP  
 02 FC:0522 350.00 OP

DO NOT USE THIS SPACE

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.

Mark N. Mutterperl *[Signature]* December 10, 2002  
 Name of Person Signing Signature Date

Total number of pages including cover sheet and attachments \_\_\_\_\_

OMB No. 0651-0011 (exp. 4/94)

"Express Mail" mailing label No. EL393700607 US

DD

## Schedule A

| <b>Trademark</b>          | <b>Serial No.</b> | <b>Registration No.</b> |
|---------------------------|-------------------|-------------------------|
| BLACK RIVER UNIFORM DENIM | 76/002,543        |                         |
| COATOLOGY                 | 75/629,329        |                         |
| COLEBROOK & CO.           | 76/221,668        |                         |
| COLEB CO. & Design        | 76/221,635        |                         |
| G-III                     |                   | 1,620,028               |
| G-III & Design            | 76/081,369        |                         |
| JLC                       | 76/221,526        | 2,575,809               |
| J. L. COLEBROOK           |                   | 1,662,115               |
| LEATHEROLOGY              | 75/630,732        |                         |
| SIENA                     | 76/169,598        |                         |
| SIENA FOR MEN             | 76/168,476        |                         |
| SIENA STUDIO              | 76/169,599        |                         |
| SIENA STUDIO FOR MEN      | 76/168,477        |                         |
| STUDIO 512                | 75/893,017        |                         |
| TROUBLE WANTED & Design   |                   | 2,052,819               |

## TRADEMARK ASSIGNMENT

WHEREAS, G-III License Company, LLC, a limited liability corporation formed under the laws of the State of Delaware, whose principal place of business is 512 Seventh Avenue, New York, New York 10018 ("Assignor"), was the sole and exclusive owner of the entire right, title and interest in and to the trademarks and pending "intent-to-use" and "use" trademark applications and registrations thereof in the United States Patent and Trademark Office set forth in Schedule A attached hereto and incorporated by reference herein.

WHEREAS, G-III Brands, Ltd., a corporation formed under the laws of the State of Delaware, having a principal place of business at 512 Seventh Avenue, New York, New York 10018 ("Assignee"), was desirous of acquiring the entire right, title and interest in and to said trademarks and pending applications for registration and registrations thereof, together with the goodwill of the business symbolized by said trademarks;

WHEREAS, Assignor intended to use the marks BLACK RIVET UNIFORM DENIM, Serial No. 76/002,543, COLEB CO. & Design, Serial No. 76/221,635, COATOLOGY, Serial No. 75/629,329, G-III & Design, Serial No. 76/081,369, JLC, Serial No. 76/221,526 (since registered on June 4, 2002 under Reg. No. 2,575,809), LEATHEROLOGY, Serial No. 75/630,732, SIENA, Serial No. 76/169,598, SIENA FOR MEN, Serial No. 76/168,476, SIENA STUDIO, Serial No. 76/169,599, SIENA STUDIO FOR MEN, Serial No. 76/168,477, STUDIO 512, Serial No. 75/893,017, listed in Schedule A, in commerce and filed applications with the United States Patent and Trademark Office based at least in part upon its bona fide intent to use said marks in commerce, which applications were given the serial numbers shown, but had not yet filed allegations of use of the marks under Section 1(c) or 1(d) of the Trademark Act;

WHEREAS, Assignee has acquired the entire business, or a portion thereof, to which the marks on Schedule A pertain, as required by 15 U.S.C. § 1060.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby confirm assignment unto Assignee of the entire right, title and interest in and to the trademarks and pending applications and registrations listed on Schedule A thereof identified as part of the entire business or portion thereof to which the marks pertain, together with the goodwill of the business symbolized by said trademarks, the same to be held and enjoyed by the same Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages and reason of past infringement of said trademarks and their respective registrations, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns and other legal representatives.

AND, Assignor hereby covenants that it had the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

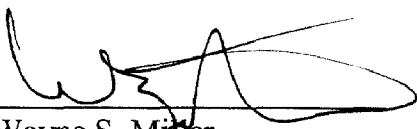
AND, Assignor hereby agrees to execute and sign all documents required to effect a recordation of the assignment of the above trademarks thereof before the proper office or agency.

AND, Assignor agrees that the Commissioner of Trademarks is hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

This assignment is effective as of June 1, 2001.

IN WITNESS WHEREOF, Assignor has executed this document and affixed its corporate seal by the hand of its duly authorized officer on the 22 day of NOVEMBER, 2002.

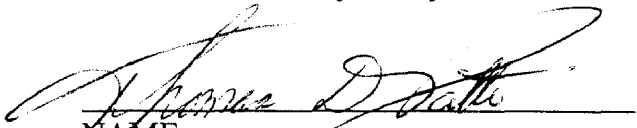
G-III LICENSE COMPANY, LLC, Assignor  
By G-III Apparel Group, Ltd. as Manager

By:   
Wayne S. Miller  
Chief Financial Officer

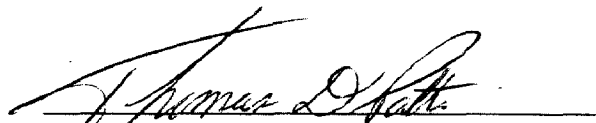
STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK )

On this 22 day of NOVEMBER, 2002, before me, a Notary Public in and for NEW YORK, duly commissioned and sworn, personally appeared Wayne S. Miller of G-III License Company, LLC, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the corporation, that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal the day and year in this certificate above written.

  
NAME

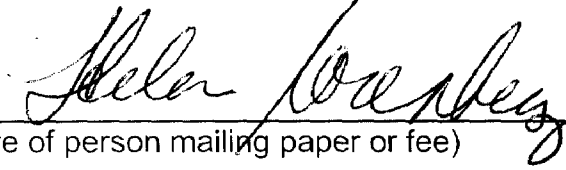
SUBSCRIBED AND SWORN to before me this 22 day of NOVEMBER, 2002.  
NOTARY SEAL

  
(Signature of Notary)

THOMAS D. PATTI  
NOTARY PUBLIC, State of New York  
No. 31-8296075  
Qualified in New York County  
Commission Expires January 31, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10, on the date indicated below and is addressed to Box Assignments, Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513.

Helen Rosenberg  
(Printed name of person mailing paper or fee)

A handwritten signature in cursive script, appearing to read "Helen Rosenberg", is written over a horizontal line.

(Signature of person mailing paper or fee)

Express Mail Label: EL393700607 US  
Date of Deposit: December 10, 2002