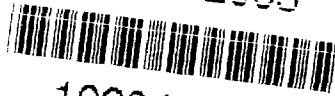


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): McNaughton Investment Co., Inc. 12-31-02

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

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 12/24/2002

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

B. Trademark Registration No.(s) Please see attached schedule B

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Katherine Blaukopf Internal Address: 39th Floor Legal Department Jones Apparel Group, Inc. Street Address: 1411 Broadway City: New York State: NY Zip: 10018

6. Total number of applications and registrations involved: 43 7. Total fee (37 CFR 3.41): \$ 1090.00 [ ] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 501650

DO NOT USE THIS SPACE

9. Signature. Katherine Blaukopf Name of Person Signing [Signature] Signature 12/30/2002 Date [11]

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

01/17/2003 LMUELLER 00000200 501650 78146720

01 FC:4521 40.00 CH 02 FC:4522 1050.00 CH

TRADEMARK REEL: 002651 FRAME: 0980

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SCHEDULE A - U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>FILED</u>	<u>SERIAL#</u>
BLUE PACIFIC	7/23/2002	78/146,720 ✓
BLUE PACIFIC BY ENERGIE	7/23/2002	78/146,725
E (Stylized)	3/1/1999	75/649,373
ENERGIE	4/29/2002	78/124,848
KATHERINE MARIE	9/7/2001	76/310,128
MCNAUGHTON WEAR	5/30/2002	78/131,972
NMCN	4/9/2002	78/120,388
NORTON MCNAUGHTON CLASSICS	5/16/2001	76/258,109
NORTON MCNAUGHTON ESSENTIALS	6/14/2000	76/070,279
NORTON MCNAUGHTON VIEWPOINT	5/10/2001	76/255,380
PANT-HER	6/4/2001	76/266,669
SUGAR BLUES	5/30/2002	78/132,036

**SCHEDULE B - U.S. TRADEMARK REGISTRATIONS**

MARK	FILED	APPL#	REGDT	REG#
<b>ALYSSA BROOKE</b>	12/6/1983	73/456,064	4/23/1985	1,332,274
<b>ARENDINE</b>	11/15/1993	74,458,419	9/17/1996	2,001,756
<b>COTTON SPIRIT</b>	10/8/1988	73,755,858	5/9/1989	1,538,271
<b>CURRENTS</b>	7/24/1989	73/814,316	3/6/1990	1,585,817
<b>CURRENTS and Design</b>	11/14/1975	73,069,070	1/18/1977	1,056,631
<b>D.P.S.</b>	6/8/1995	74,686,002	4/1/1997	2,049,780
<b>DANIELLE PAIGE</b>	5/18/1995	74,676,185	1/13/1998	2,129,267
<b>ENERGIE (Stylized)</b>	8/31/1983	73,441,758	12/6/1988	1,515,449
<b>ENERGIE BI CURRENTS</b>	3/30/1989	73/789,955	5/22/1990	1,597,536
<b>ENERGIE POLAR 2000</b>	6/28/1999	75,739,305	10/9/2001	2,495,420
<b>ERIKA</b>	2/21/1992	74,248,542	11/8/1994	1,861,857
<b>ERIKA &amp; CO.</b>	3/30/1998	75/458,134	3/2/1999	2,228,790
<b>ERIKA BLUES</b>	3/30/1996	75/458,111	3/16/1999	2,232,313
<b>ERIKA COLLECTION</b>	3/30/1998	75,459,489	3/2/1999	2,228,801
<b>ERIKA II &amp; CO</b>	3/30/1998	75/458,135	3/2/1999	2,228,791
<b>ERIKA II STUDIO</b>	3/30/1998	75,459,428	3/16/1998	2,232,320

<b>MARK</b>	<b>FILED</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>
<b>ERIKA STUDIO</b>	3/30/1998	75/459,010	3/16/1999	2,232,316
<b>JAMIE SCOTT</b>	10/5/1994	74/583,158	1/13/1998	2,127,960
<b>JERI-JO</b>	8/30/1983	73,441,635	12/11/1984	1,309,107
<b>MAGGIE MCNAUGHTON</b>	10/17/1991	74,212,908	7/6/1993	1,780,351
<b>NORTON &amp; CO.</b>	4/28/1994	74,517,940	4/6/1999	2,236,906
<b>NORTON MCNAUGHTON</b>	10/17/1991	74,212,907	5/3/1994	1,833,865
<b>NORTON MCNAUGHTON VIEW</b>	5/8/2000	76/051,432	11/12/02	2,647,995
<b>NORTON STUDIO</b>	3/19/1995	74,644,507	4/22/1997	2,055,989
<b>PRIVATE PARTY</b>	3/8/1990	74/036,205	11/19/1991	1,665,094
<b>PRIVATE PARTY</b>	3/8/1990	74/800,764	11/19/1991	1,740,611
<b>PRIVATE PARTY</b>	10/20/1989	73/832,580	5/8/1990	1,595,536
<b>RICKI</b>	2/21/1992	74/248,540	10/20/1992	1,725,877
<b>SUGAR BLUES</b>	11/16/1989	74/800,407	11/2/1993	1,802,815
<b>SUGAR CO. LTD.</b>	2/2/1987	73/645,840	9/29/1987	1,459,355
<b>WHITE MOUNTAIN COLLEGE</b>	10/17/1988	73/758,102	5/23/1989	1,540,627

UNITED STATES TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated January 1, 2003 between McNaughton Investment Co. Inc., a Delaware corporation with offices and a place of business at 200 West 9<sup>th</sup> Street Plaza, Wilmington Delaware 19801 (“**Assignor**”), and Jones Investment Co. Inc., a Delaware corporation with offices and a place of business at 200 West 9<sup>th</sup> Street Plaza, Wilmington Delaware 19801 (“**Assignee**”).

WHEREAS, Assignor, by itself and through its predecessors in interest, adopted and has used the trademarks and variations and combinations thereof listed on Schedules A and B annexed hereto and is the owner of such trademarks and of the trademark registrations and applications for registration listed on Schedules A and B annexed hereto, and the goodwill of the business in connection with which such Trademarks are used and which are symbolized thereby (collectively, the “Trademarks”); and

WHEREAS, 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 therefore) 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, free and clear of all liens and encumbrances, 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 symbolized by and associated with the business conducted under or in connection with the 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; and
4. the right to sue and recover damages for past infringements, if any.

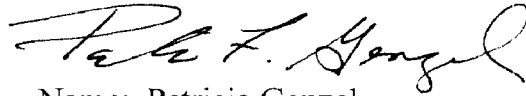
Assignor agrees to execute and deliver, at Assignee’s request, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor’s rights, title and interest in and to the Trademarks in Assignee, or its successors and assigns, and/or to provide evidence to support the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

This United States Trademark Assignment is governed by the laws of the State of New York, applicable to contracts made and performed within such State, without reference to its conflicts of laws provisions, 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 duly executed by its duly authorized officer as of this 1<sup>st</sup> of January, 2003.

ASSIGNOR:

MCNAUGHTON INVESTMENT CO. INC.



Name: Patricia Genzel

Title: Vice President and Secretary

Date: December 24, 2002

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

JONES INVESTMENT CO. INC.



By: Robin Mandell

Title: Assistant Treasurer

Date: December 16, 2002

STATE OF DELAWARE )  
 ): ss.  
COUNTY OF NEW CASTLE )

On this 24 day of December, 2002, before me, a Notary Public in and for the County of New Castle, in the State of Delaware, personally appeared Patricia Genzel, to me known to be the Vice President and Secretary of McNaughton Investment Co. Inc. and being duly sworn, averred that, being duly authorized, she executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.

Vickie A Sizmore  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

**VICKIE A. SIZMORE  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Feb. 4, 2006**

STATE OF DELAWARE )  
 ): ss.  
COUNTY OF NEW CASTLE )

On this 26<sup>th</sup> day of December, 2002, before me, a Notary Public in and for the County of New Castle, in the State of Delaware, personally appeared Robin Mandell, to me known to be the Assistant Treasurer of Jones Investment Co. Inc., and being duly sworn, averred that, being duly authorized, she executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.

Kathy Lee Pesler  
NOTARY PUBLIC  
**KATHY LEE PESLER  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires 9/25/05**

My Commission expires: \_\_\_\_\_