



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

RE 102416323 TRADEMARKS ONLY

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): M.D.P. Designs, Ltd. *3.27.03*

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

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

2. Name and address of receiving party(ies)
 Name: S. Rothschild & Co., Inc.
 Internal Address: _____
 Street Address: 500 Seventh Avenue
 City: NY State: NY Zip: 10018

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State PA
 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: March 10, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 1,073,221;
 1,447,591; 1,959,101; and 2,162,989;

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Barry Werbin, Esq.
 Internal Address: Herrick, Feinstein LLP
 Street Address: 2 Park Avenue
 City: NY State: NY Zip: 10016

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 502332

DO NOT USE THIS SPACE

9. Signature. DBYRNE 00000034 502332 1073221

Barry Werbin
 Barry Werbin
 Name of Person Signing Signature Date March 10, 2003

Total number of pages including cover sheet, attachments, and document: 6

04/10/2003
01 FC:8521
02 FC:8522

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

Recordation Form Cover Sheet

Continuation of Item 1

Name of additional conveying party:

C.J. Apparel Co., Inc.

BILL OF SALE AND ASSIGNMENT - TRADEMARK ASSETS

KNOW ALL MEN BY THESE PRESENTS, that M.D.P. Designs, Ltd., a New York corporation with offices at 500 Seventh Avenue, New York, New York and C.J. Apparel Co., Inc., a New Jersey corporation with offices at c/o Allan Feingertz, Esq., One Penn Plaza, 37th Floor, New York, New York 10119 (the "Assignors"), for good and valuable consideration, do grant, assign, convey, transfer and deliver, unto S. Rothschild & Co., Inc., a Pennsylvania corporation, with offices at 500 Seventh Avenue, New York, New York (the "Assignee"), and its successors and assigns, all of Assignors' worldwide right, title ownership, and interest in and to those registered and unregistered trademarks set forth in Schedule "A" hereto, together with all goodwill therein and associated therewith, including all rights to prosecute any past or future infringements thereof.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, to and for its use forever throughout the world and for any and all purposes now existing or hereafter invented. The assets, properties and rights of the Assignors being transferred to the Assignee hereunder are hereinafter referred to as the "Trademark Assets."

AND, for the consideration aforesaid, the Assignors hereby constitute and appoint the Assignee, its successors and assigns, the true and lawful attorney or attorneys of the Assignors, with full power of substitution, for the Assignors and in their 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 of the Trademark Assets 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 Assignors 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 Trademark Assets hereby assigned, transferred, conveyed and delivered, and to defend or compromise any and all actions, suits, or proceedings in respect of any of the Trademark Assets and to do all such acts and things in relation thereto as the Assignee, its successors or assigns, shall deem desirable; and the Assignors hereby declare that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by the Assignors in any manner or for any reason.

AND, for the consideration aforesaid, the Assignors for themselves and their successors and assigns has covenanted and by this Bill of Sale and Assignment does covenant with the Assignee, its successors and assigns, that they, the Assignors, and their 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 Trademark Assets 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 Assignors, 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. C.J. Apparel Co., Inc. is made a party hereto to re-acknowledge its prior acquisition of the trademark registrations set forth in Schedule "A" hereto from the prior owner thereof and its subsequent transfer and assignment of such registrations to M.D.P. Design, Ltd., which is affiliated with C.J. Apparel Co., Inc.

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 Assignors have caused this instrument to be executed on their behalf by a duly authorized officer as of March 10, 2003.

THE ASSIGNORS:

M.D.P. DESIGNS, LTD.,

By: [Signature]
Name: JOSEPH GADALATA
Title: PRESIDENT

C.J. APPAREL CO., INC.

By: [Signature]
Name: JOSEPH GADALATA
Title: PRESIDENT

THE ASSIGNEE:

S. ROTHSCHILD & CO., INC.

By: [Signature]
Name: Mark Friedman
Title: President

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

On the 10th day of March, 2003, before me personally came Joseph Gadaleta, to me known, who, being by me duly sworn, did depose and say that he is the President of M.D.P. Designs, Ltd., a New York corporation, the corporation described in and which executed the foregoing instrument; and that he executed the foregoing instrument on behalf of said corporation and by order of its Board of Directors.

Stanley Tobias
Notary Public

STANLEY TOBIAS
Notary Public, State Of New York
No. 41-4976753
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 22, 2005

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

On the 10th day of March, 2003, before me personally came Joseph Gadaleta, to me known, who, being by me duly sworn, did depose and say that he is the President of C.J. Apparel Co., Inc., a New Jersey corporation, the corporation described in and which executed the foregoing instrument; and that he executed the foregoing instrument on behalf of said corporation and by order of its Board of Directors.

Stanley Tobias
Notary Public

STANLEY TOBIAS
Notary Public, State Of New York
No. 41-4976753
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 22, 2005

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

On the 10th day of March, 2003, before me personally came Mark Friedman, to me known, who, being by me duly sworn, did depose and say that he is the President of S. Rothschild & Co., Inc., a Pennsylvania corporation, the corporation described in and which executed the foregoing instrument; and that he executed the foregoing instrument on behalf of said corporation and by order of its Board of Directors.

Stanley Tobias
Notary Public

STANLEY TOBIAS
Notary Public, State Of New York
No. 41-4976753
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 22, 2005

SCHEDULE "A"

Mark

U.S.P.T.O. Registration No.

MACKINTOSH NEW ENGLAND

Reg. No. 2162989

ALL OUTDOORS

Reg. No. 1073221

VESTCOAT & Design

Reg. No. 1447591

VESTCOAT



M D P

Reg. No. 1959101

Unregistered/Common Law

MACKINTOSH SPORT

MACKINTOSH

MACKINTOSH NEW ENGLAND SINCE 1935

(unregistered as to the "Since 1935" portion only)

MACKINTOSH COLLECTIONS

SPORT-MAC NEW YORK

SPORT-MAC

mackintosh OF NEW ENGLAND

(unregistered as to the "OF" portion only)