

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JMYZ, INC.		06/04/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Aeropostale West, Inc.
Street Address:	201 Willowbrook Boulevard
Internal Address:	7th Floor
City:	Wayne
State/Country:	NEW JERSEY
Postal Code:	07470
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1490256	JIMMY'Z
Registration Number:	1411390	JIMMY'Z
Registration Number:	1508252	

CORRESPONDENCE DATA	
Fax Number:	(212)894-5663
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-940-8663
Email:	simon.bock@kmzr.com
Correspondent Name:	Simon Bock
Address Line 1:	575 Madison Avenue
Address Line 4:	New York, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:	310260-00001
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NAME OF SUBMITTER:	Simon Bock
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Total Attachments: 8

900010092

**TRADEMARK
 REEL: 002889 FRAME: 0293**

CH \$90.00 1490256

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Exhibit 2.2

OMNIBUS ASSIGNMENT OF TRADEMARKS, COPYRIGHTS
AND OTHER INTELLECTUAL PROPERTY

WHEREAS, JMYZ, INC., a corporation organized and existing under the laws of Florida, having its principal place of business at 9800 N.W. 78th Avenue, Hialeah Gardens, Florida 33016 (the “Assignor”), is the owner of all right, title and interest to the intellectual property annexed hereto as Schedule A; and

WHEREAS, AÉROPOSTALE WEST, INC., a corporation organized and existing under the laws of Delaware, and a wholly owned subsidiary of AÉROPOSTALE, INC., having its principal place of business at 201 Willowbrook Boulevard, 7th Floor, Wayne, New Jersey 07470 (the “Assignee”), is desirous of acquiring the intellectual property identified on Schedule A hereto and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, in and to the intellectual property, owned and used by Assignor, identified and described on Schedule A annexed hereto, including: U.S. and Canadian trademarks, service marks, trademark/service mark registrations, applications and renewals, trade names, copyrights, trade dress, domain names, and all other means necessary to use such property in connection with the business of Assignor and the intellectual property scheduled on Schedule A annexed hereto. Assignor hereby sells, assigns and transfers all intellectual property referenced herein, all common law rights and rights to register, together with the goodwill of the business, and all income, royalties, damages and payments now or hereafter due or payable in respect to the intellectual property, and all causes of action (either in

law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the intellectual property and the rights thereto.

Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Omnibus Assignment of Trademarks, Copyrights and Other Intellectual Property (the “Omnibus Assignment”), to be the owner of the intellectual property annexed hereto as Schedule A.

Following the execution of this Omnibus Assignment and at Assignee’s reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor’s right, title, and interest in all of Assignor’s applications and registrations in those countries as set forth on Schedule A, and all related goodwill. At the request of Assignee, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future, timely execute and deliver all such assignment documents to Assignee. Until such time as all of the Assignments of Assignor’s intellectual property in all countries as set forth in Schedule A are duly recorded with the responsible government offices (the “Interim Period”), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of the Omnibus Assignment, to be the owner of Assignor’s intellectual property identified on Schedule A.

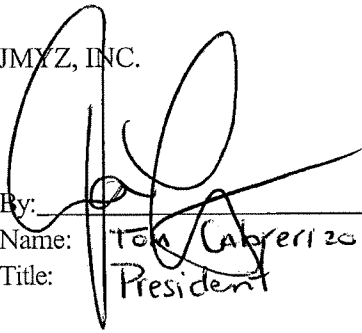
If it shall be necessary to record this Omnibus Assignment, or other confirmatory documentation, or in the event that any of Assignor’s intellectual property shall become due for any maintenance filings or other recordations, Assignor shall likewise cooperate with Assignee’s requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee’s

judgment, and at Assignee's expense, to maintain and enforce all common law rights, registrations and other filings worldwide. At Assignee's request and expense, Assignor shall execute and deliver to Assignee all such other individual assignments and other documents as may be required to confirm the transfer of Assignor's intellectual property in each country, which assignments or other documents shall be in a form recordable in the Patent and Trademark Offices in each specified country.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Omnibus Assignment to be signed in their respective corporate name by its duly authorized officer this ____ day of June, 2004.

JMYZ, INC.

By: 
Name: Tom Cabrera
Title: President

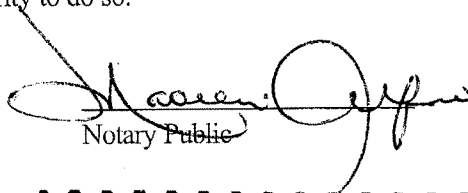
AÉROPOSTALE WEST, INC

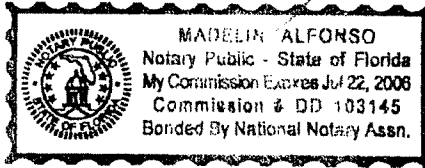
By: _____
Name:
Title:

STATE OF Florida)
)ss.:
COUNTY OF Miami-Dade)

ACKNOWLEDGMENT

On this 3rd day of June, 2004, before me came Tom Cabreizo, who stated that he/she is the President of JMYZ, INC. and acknowledged that he/she executed the above instrument as the act and deed of JMYZ, INC. with full authority to do so.


Notary Public



STATE OF)
)ss.:
COUNTY OF)

ACKNOWLEDGMENT

On this ___ day of June, 2004, before me came _____, who stated that he/she is the _____ of AÉROPOSTALE WEST, INC. and acknowledged that he/she executed the above instrument as the act and deed of AÉROPOSTALE WEST, INC. with full authority to do so.


Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Omnibus
Assignment to be signed in their respective corporate name by its duly authorized officer this ____ day of
June, 2004.

JMYZ, INC.

By: _____
Name:
Title:

AÉROPOSTALE WEST, INC

By: 
Name: ALAN C. SIEBELS
Title: PRESIDENT

STATE OF)
)ss.:
COUNTY OF)

ACKNOWLEDGMENT

On this ___ day of June, 2004, before me came _____, who stated that he/she is the _____ of JMYZ, INC. and acknowledged that he/she executed the above instrument as the act and deed of JMYZ, INC. with full authority to do so.

Notary Public

STATE OF *New Jersey*)
)ss.:
COUNTY OF *Passaic*)

ACKNOWLEDGMENT

On this 4 day of June, 2004, before me came *Abn C. Sebels*, who stated that he/she is the *President* of AÉROPOSTALE WEST, INC. and acknowledged that he/she executed the above instrument as the act and deed of AÉROPOSTALE WEST, INC. with full authority to do so.

Natalie M. Turpan
Notary Public

NATALIE M. TURPAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/21/2005

SCHEDULE A**Intellectual Property****Trademarks**

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>
JIMMY'Z	United States	R 1,490,256
JIMMY'Z	United States	R 1,411,390
Car Design	United States	R 1,508,252
JIMMY'Z Design (Stylized)	Canada	R 436,734
JIMMY'Z	Canada	R 524,589
JIMMY'Z	Canada	R 483,286
Automobile and Man Design [Woody Logo]	Canada	R 375,992