

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Varvatos Company		12/31/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	John Varvatos Apparel Corp.		
Street Address:	3411 Silverside Rd		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76032867	JOHN VARVATOS	
Serial Number:	78455034	JOHN VARVATOS	
Serial Number:	78455047	JOHN VARVATOS	
CORRESPONDENCE DATA			
Fax Number:	(302)477-3932		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	302-477-3930		
Email:	deedee_taylor@vfc.com		
Correspondent Name:	John Varvatos Apparel Corp.		
Address Line 1:	3411 Silverside Rd		
Address Line 4:	Wilmington, DELAWARE 19810		
NAME OF SUBMITTER:	Christopher M. Turk		
Signature:	/cmt/		
Date:	02/17/2005		

OP \$90.00 76032867

900019954

TRADEMARK  
REEL: 003032 FRAME: 0262

Total Attachments: 5

source=varvatosassign#page1.tif

source=varvatosassign#page2.tif

source=varvatosassign#page3.tif

source=varvatosassign#page4.tif

source=varvatosassign#page5.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), effective as of this 31<sup>st</sup> day of December, 2004 ("Effective Date"), is from John Varvatos Company, Inc., a corporation organized under the laws of Delaware ("Assignor"), to John Varvatos Apparel Corp., a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of certain intellection property rights, including without limitation, the trademarks listed in the attached Schedule A (all such trademarks, trademark applications, patents and patent applications, copyrights and copyright applications, trade secrets and other intellectual property rights owned by Assignor referred to herein as the "Assigned IP").

WHEREAS, Assignor is the sole shareholder of Assignee and desires to make a capital contribution to Assignee of the the Assigned IP , and Assignee desires to accept such contribution of the the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:


1. Assignor does hereby assign and transfer to Assignee its entire worldwide right, title and interest in the Assigned IP, together with the goodwill connected with and symbolized by the Assigned IP, or to which the Assigned IP pertain, all the foregoing to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned IP are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement or misappropriation of the rights assigned or to be assigned under this Assignment.
2. The assignment and transfer set forth in paragraph 1 is subject to all licenses, options to acquire licenses or other rights granted to any third parties prior to the date of this Assignment.
3. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable domestic or foreign authorities to record this Assignment as to the Assigned IP.

5. It is understood that any finding of invalidity of any one or more assignments hereunder shall not affect the assignments of other Assigned IP.
6. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
7. Upon reasonable request by Assignee, Assignor will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned IP set forth herein, in the United States or other foreign jurisdictions, as applicable, and to vest in Assignee such right, title, and interest in and to the Assigned IP as granted to Assignee.

[Signatures on Following Page]


IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

JOHN VARVATOS COMPANY, INC.

By:   
Name: Candace S. Cummings  
Title: Vice President

Agreed to and acknowledged:

JOHN VARVATOS APPAREL CORP.

By:   
Name: Helen Winslow  
Title: Authorized Signatory

**SCHEDULE A**  
**TO**  
**INTELLECTUAL PROPERTY ASSIGNMENT**

**The John Varvatos Company  
Trademark Applications and Registrations**

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Class	Status
United States of America	JOHN VARVATOS	75/032867	24-Apr-2000				3, 14, 16, 24, 25, 35	Pending
United States of America	JOHN VARVATOS	78455034	22-Jul-2004				14	Pending
United States of America	JOHN VARVATOS	78455047	22-Jul-2004				24	Pending

EXEMPTED  
FROM

December 30, 2004