

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maxwell Footwear of California, Inc.		12/30/2004	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Nine West Development Corporation
<b>Street Address:</b>	200 West 9th Street Plaza
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	1263011	JOAN AND DAVID
Registration Number:	1325974	JOAN HELPERN
Registration Number:	1477841	MOOTSIES
Registration Number:	1498122	JOAN AND DAVID
Registration Number:	1508301	DAVID AND JOAN
Registration Number:	1508302	JOAN AND DAVID TOO
Registration Number:	1538233	PANINARI BY MOOTSIES TOOTSIES
Registration Number:	1567298	JD
Registration Number:	1584784	MOOTSIES TOOTSIES
Registration Number:	1576519	LIL MISS MOOTSIES
Registration Number:	1646905	SAM & LIBBY
Registration Number:	1697635	JOAN & DAVID
Registration Number:	1898111	SAM & LIBBY
Registration Number:	1750221	MOOTSIES KIDS

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Registration Number:	1778203	SAM & LIBBY
Registration Number:	1792712	LIBBY
Registration Number:	2110986	JOAN HELPERN SIGNATURE
Registration Number:	1772454	SAM & LIBBY
Registration Number:	1786205	SAM & LIBBY
Registration Number:	1897026	JUST LIBBY
Registration Number:	2310282	TOOTSIES
Registration Number:	2223903	JUST LIBBY
Registration Number:	2686451	MOOTSIES TOOTSIES KIDS
Registration Number:	2686452	MOOTSIES TOOTSIES KIDS
Registration Number:	2693058	
Serial Number:	78471989	JOAN & DAVID
Serial Number:	78975632	JOAN & DAVID

**CORRESPONDENCE DATA**

Fax Number: (212)921-5370  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212 642-3867  
Email: kb@jny.com  
Correspondent Name: Katherine Blaukopf  
Address Line 1: 1411 Broadway  
Address Line 2: 39th Floor Legal Dept.  
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Katherine Blaukopf
Signature:	/katherine blaukopf/
Date:	03/18/2005

Total Attachments: 4  
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## UNITED STATES TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is entered into and effective as of July 8, 2004 between Maxwell Footwear of California, Inc., a Delaware corporation with offices and a place of business at 23455 Cloverdale Court, Newhall, California 91321 ("Assignor"), and Nine West Development Corporation, a Delaware corporation, with offices and a place of business at 200 West Ninth Street Plaza, Suite 700, Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks and variations and combinations thereof and of the related United States trademark registrations and applications for registration listed in Exhibit A annexed hereto and made a part hereof (collectively, the "Trademarks"), and the goodwill of the business in connection with which such Trademarks are used and which is symbolized thereby; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to all of the Trademarks (including all registrations, renewals and applications therefor) 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;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are 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 of the business symbolized by and associated with such Trademarks;
3. The right to sue and recover damages and profits 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 signed in its corporate name by its duly authorized officer as of the 30<sup>th</sup> day of December, 2004.

ASSIGNOR:  
MAXWELL FOOTWEAR OF CALIFORNIA, INC.

By: Gloria W. DiPuma  
Gloria DiPuma  
Title: Executive Vice President and Chief Operating Officer

**ACKNOWLEDGED AND ACCEPTED:**

ASSIGNEE:  
NINE WEST DEVELOPMENT CORPORATION

By: Robin Mandell  
Robin Mandell  
Title: Assistant Treasurer

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

On this 29<sup>th</sup> day of December, 2004, before me, a Notary Public in and for the County of Westchester, in the State of New York, personally appeared Gloria DiPuma, to me known to be the Executive Vice President and Chief Operating Officer of Maxwell Footwear of California, 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.

NOTARY PUBLIC *Jeannine M. Tempesta*

My Commission expires:                       
**Jeannine M. Tempesta**  
**Notary Public - 01TE4861448**  
**Westchester County, New York**  
**Commission Expires 2-5-06**

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

On this 30<sup>th</sup> day of December, 2004, 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 Nine West Development Corporation, 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.

NOTARY PUBLIC *Sabrina Robinson*

My Commission expires: Jan. 9, 2006

**SABRINA ROBINSON**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**  
**My Commission Expires Jan. 9, 2006**



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EXHIBIT A

REGISTRATIONS

TRADEMARK	APP. NO.	REG. NO.	FILED	REGISTERED
JOAN AND DAVID	73/292,979	1,263,011	1/14/1981	01/ 3/1984
JOAN HELPERN	73/446,438	1,325,974	10/3/1983	03/19/1985
MOOTSIES	73/670,883	1,477,841	7/ 8/1987	02/23/1988
JOAN AND DAVID	73/692,312	1,498,122	10/23/1987	07/26/1998
DAVID AND JOAN	73/707,863	1,508,301	1/27/1988	10/11/1988
JOAN AND DAVID TOO	73/707,878	1,508,302	1/27/1988	10/11/1988
PANINARI BY MOOTSIES TOOTSIES	73/717,446	1,538,233	3/18/1988	05/ 9/1989
JD (Stylized)	73/792,148	1,567,298	4/10/1989	11/21/1989
MOOTSIES TOOTSIES	73/803,670	1,584,784	5/31/1989	02/27/1990
LIL MISS MOOTSIES	73/803,694	1,576,519	5/31/1989	01/ 9/1990
JOAN & DAVID	74,134,599	1,697,635	1/29/1991	06/30/1992
SAM & LIBBY	74,801,051	1,772,454	8/ 6/1990	05/18/1993
SAM & LIBBY and Design	74/085,089	1,646,905	8/ 6/1990	06/ 4/1991
MOOTSIES KIDS	74/277,557	1,750,221	5/21/1992	02/ 2/1993
LIBBY	74/351,237	1,792,712	1/22/1993	01/14/1993
JOAN HELPERN SIGNATURE (Stylized)	74/581,823	2,110,986	10/4/1994	11/ 4/1997
SAM & LIBBY and Design	74/801,172	1,786,205	8/ 6/1990	08/ 3/1993
SAM & LIBBY	74/313,859	1,778,203	9/14/1993	06/22/1993
SAM & LIBBY	74/181,392	1,898,111	8/06/1990	06/06/1995
TOOTSIES (Stylized)	75/359,399	2,310,282	9/18/1997	01/25/2020
JUST LIBBY	75/363,436	2,223,903	9/26/1997	02/16/1999
JUST LIBBY	74/802,109	1,897,026	6/29/1992	05/30/1995
MOOTSIES TOOTSIES KIDS Design	76/411,087	2,686,451	5/15/2002	02/11/2003
MOOTSIES TOOTSIES KIDS	76/411,088	2,686,452	5/15/2002	02/11/2003
Daisy Design	76/411,089	2,693,058	5/15/2002	03/ 4/2003

PENDING APPLICATIONS

TRADEMARK	APP. NO.	FILED
JOAN & DAVID	78/337,742	12/ 8/2003
JOAN & DAVID	78/471,989	8/23/2004