

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/27/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sun Apparel, Inc.		04/27/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jones Investment Co. Inc.
Street Address:	200 West 9th Street Plaza
Internal Address:	Suite 700
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1634872	CODE BLEU
Registration Number:	2179516	CODE BLEU
Registration Number:	1334428	CODE BLEU
Registration Number:	1978732	
Registration Number:	1920957	MAX FISH
Registration Number:	1970611	X-AM
Registration Number:	1857771	X-AM

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

CH \$190.00 1634872

Correspondent Name: Katherine Blaukopf
Address Line 1: 1411 Broadway
Address Line 2: 39th Floor Legal Department
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Ira M. Dansky
Signature:	/ira m. dansky/
Date:	07/27/2005

Total Attachments: 4
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UNITED STATES TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is entered into and effective as of April 27, 2005 between Sun Apparel, Inc., a Delaware corporation with offices and a place of business at 200 West Ninth Street Plaza, Suite 700, Wilmington, Delaware 19801 (“Assignor”), and Jones Investment Co. Inc., 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:

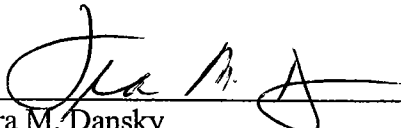
1. The Trademarks, and all applications, registrations and renewals thereof;
2. The goodwill of the business symbolized by and associated with such Trademarks;
3. The right to sue and recover damages and profits for past infringements, if any.

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.

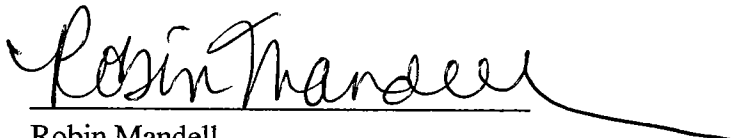
IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed in its corporate name by its duly authorized officer as of the 27 day of April, 2005.

ASSIGNOR:
SUN APPAREL, INC.

By: 
Ira M. Dansky
Title: Secretary

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:
JONES INVESTMENT CO. INC.

By: 
Robin Mandell
Title: Assistant Treasurer

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

On this 27 day of April, 2005, before me, a Notary Public in and for the County of Westchester, in the State of New York, personally appeared Ira M. Dansky, to me known to be the Secretary of Sun Apparel, Inc., and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.



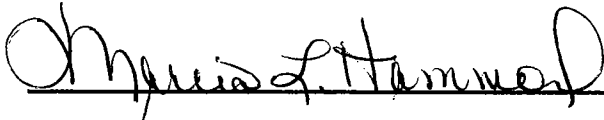
NOTARY PUBLIC

My Commission expires: 03/14/09

JENNIFER MICHELE SHMULEWITZ
Notary Public, State of New York
No. 02-SH6123819
Qualified in Westchester County
Commission Expires March 14, 2009

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

On this 8th day of June, 2005, 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.



NOTARY PUBLIC

My Commission expires: 01/09/06

MARCIA L. HAMMOND
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Jan. 9, 2006

EXHIBIT A

REGISTRATIONS

TRADEMARK	APP. NO.	REG. NO.	FILING DATE	REG. DATE
CODE BLEU	74/012,580	1,634,872	12/20/1989	02/12/1991
CODE BLEU	75/236,528	2,179,516	02/05/1997	08/04/1998
CODE BLEU	73/480,857	1,334,428	05/18/1984	05/07/1985
Fish Design	74/476,171	1,978,732	01/04/1994	06/ 04/1996
MAX FISH	74/459,282	1,920,957	11/15/1993	09/19/1995
X-AM	75/975,004	1,970,611	11/04/1993	04/23/1996
X-AM	74/461,942	1,857,771	11/15/1993	10/11/1994