

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
Commerce Clothing Company, LLC		08/01/2005	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Cygne Designs, Inc.
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2852101	HIPPIE
Registration Number:	2738987	HIPPIE JEANS
Serial Number:	78070311	HIPPIE
Serial Number:	78588397	HIPPIE JEANS
Serial Number:	78422545	HINT JEANS
Serial Number:	78588381	HINT JEANS
Serial Number:	78626700	MANHATTAN BLUES
Serial Number:	78485351	WHITE LOTUS
Serial Number:	78587982	ANOMALY
Serial Number:	78587971	VOYOU
Serial Number:	78646803	ASLEEP AT THE SWITCH
Serial Number:	78646798	DONNA LONGO
Serial Number:	78654549	DONNA LONGO JEANS

OP \$340.00 2852101

CORRESPONDENCE DATA

Fax Number: (818)474-8603
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 818-444-4503
Email: gakselrud@biztechlaw.com
Correspondent Name: Gregory Akselrud, Esq.
Address Line 1: 15821 Ventura Blvd.
Address Line 2: Ste. 525
Address Line 4: Encino, CALIFORNIA 91436

NAME OF SUBMITTER:	Gregory Akselrud
Signature:	/Gregory Akselrud/
Date:	08/16/2005

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of this 1st day of August, 2005, by Commerce Clothing Company LLC, a California limited liability company ("Assignor"), in favor of Cygne Designs, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignee and Assignor wish to enter into an Asset Purchase Agreement by and among Assignor, Hubert Guez, 215 GZ Partners, Guez Living Trust dated December 6, 1996, Griffin James Aron Guez Irrevocable Trust dated January 1, 1996, Stephan Avner Felix Guez Irrevocable Trust dated January 1, 1996 and the Corporation, dated August 1, 2005, and effective July 30, 2005, (the "Asset Purchase Agreement"), pursuant to which, among other things, the Assignee will purchase the Assets (as defined therein);

WHEREAS, as condition to entering into the Asset Purchase Agreement, Assignor has agreed to assign to Assignee the trademarks listed on **Schedule A** hereto (the "Trademarks"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire all right, title and interest Assignor has in and to the Trademarks pursuant to the terms, provisions and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, including specifically, but not limited to, all applications and registrations therefor and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of any rights assigned to Assignee under this Assignment, together with the goodwill of the business symbolized by or associated with said Trademarks.
2. Further Assurances. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals or third parties of the fact that Assignee owns all right, title and interest in and to the Trademarks and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademarks.
3. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.
4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

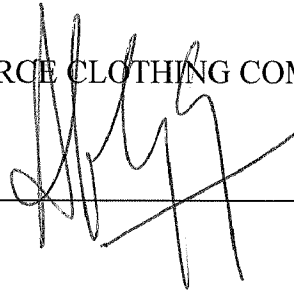
**Schedule A
Trademarks**

Trademark	Registration Number	Registration (Application) Date	Governmental Entity
HIPPIE (Drawing) (SN 78975198)	2852101	June 8, 2004	United States Patent and Trademark Office
HIPPIE (Drawing) (SN 78070311)		(June 21, 2001)	United States Patent and Trademark Office
HIPPIE JEANS (SN 78070307)	2738987	July 15, 2003	United States Patent and Trademark Office
HIPPIE JEANS (SN 78588397)		(March 16, 2005)	United States Patent and Trademark Office
HINT JEANS (SN 78422545)		(May 20, 2004)	United States Patent and Trademark Office
HINT JEANS (SN 78588381)		(March 16, 2005)	United States Patent and Trademark Office
MANHATTAN BLUES (SN 78626700)		(May 10, 2005)	United States Patent and Trademark Office
WHITE LOTUS (SN 78485351)		(September 17, 2004)	United States Patent and Trademark Office
ANOMALY (SN 78587982)		(March 15, 2005)	United States Patent and Trademark Office
VOYOU (SN 78587971)		(March 15, 2005)	United States Patent and Trademark Office
ASLEEP AT THE SWITCH (SN 78646803)		(June 8, 2005)	United States Patent and Trademark Office
DONNA LONGO (SN 78646798)		(June 8, 2005)	United States Patent and Trademark Office
DONNA LONGO JEANS (SN 78654549)		(June 20, 2005)	United States Patent and Trademark Office

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

COMMERCE CLOTHING COMPANY LLC

By:  _____
Name:
Title:

ASSIGNEE:

CYGNE DESIGNS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

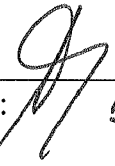
ASSIGNOR:

COMMERCE CLOTHING COMPANY LLC

By: _____
Name:
Title:

ASSIGNEE:

CYGNE DESIGNS, INC.

By:  _____
Name: D. MANUEL
Title: CEO