

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the the deed of assignment previously recorded on Reel 003141 Frame 0441. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|---------------------------------------|
| Commerce Clothing Company, LLC | | 09/01/2005 | 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 |
|----------------|----------|----------------------|
| Serial Number: | 78070307 | HIPPIE JEANS |
| Serial Number: | 78070311 | HIPPIE |
| Serial Number: | 78422545 | HINT JEANS |
| Serial Number: | 78485351 | WHITE LOTUS |
| Serial Number: | 78587971 | VOYOU |
| Serial Number: | 78587982 | ANOMALY |
| Serial Number: | 78588381 | HINT JEANS |
| Serial Number: | 78588397 | HIPPIE JEANS |
| Serial Number: | 78626700 | MANHATTAN BLUES |
| Serial Number: | 78646798 | DONNA LONGO |
| Serial Number: | 78646803 | ASLEEP AT THE SWITCH |
| Serial Number: | 78654549 | DONNA LONGO JEANS |

CH \$340.00 78070307

Serial Number: 78975198 HIPPIE

CORRESPONDENCE DATA

Fax Number: (212)318-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-583-3697

Email: nytrademark@fulbright.com, hrosenberg@fulbright.com,
mmutterperl@fulbright.com, nurizar@fulbright.com

Correspondent Name: Mark N. Mutterperl

Address Line 1: Fulbright & Jaworski L.L.P.

Address Line 2: 666 Fifth Avenue

Address Line 4: New York, NEW YORK 10103

NAME OF SUBMITTER: Mark N. Mutterperl

Signature: /mark n. mutterperl/

Date: 09/14/2005

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of this 31st day of July, 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 July 31, 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.

WHEREAS, Assignee is acquiring the entire business, or a portion thereof, to which the assigned marks in **Schedule A** pertain, as required by 15 U.S.C. § 1060.

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.

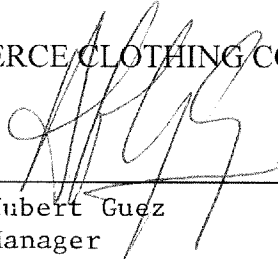
3. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

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.

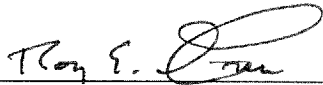
ASSIGNOR:

COMMERCE CLOTHING COMPANY LLC

By: 
Name: Hubert Guez
Title: Manager

ASSIGNEE:

CYGNE DESIGNS, INC.

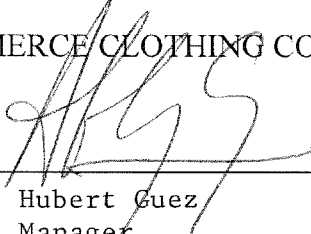
By: 
Name: Roy E. Gibson
Title: Vice President - Finance

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

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: Hubert Guez
Title: Manager

ASSIGNEE:

CYGNE DESIGNS, INC.

By: 
Name: Roy E. Brown
Title: Vice President - Finance

**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 |