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
Kellwood Company		10/03/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hampshire Group, Limited
Street Address:	215 Commerce Blvd.
City:	Anderson
State/Country:	SOUTH CAROLINA
Postal Code:	29625
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1260052	DAVID BROOKS LTD.

CH $40.00 1260052

CORRESPONDENCE DATA

Fax Number: (804)698-2230
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-775-1166
Email: jpeyton@mcguirewoods.com
Correspondent Name: Janet P. Peyton, Esquire
Address Line 1: 901 East Cary Street
Address Line 2: One James Center
Address Line 4: Richmond, VIRGINIA 23219-4030

ATTORNEY DOCKET NUMBER:	2040585-0067
NAME OF SUBMITTER:	Janet P. Peyton
Signature:	/Janet P. Peyton/
Date:	10/28/2005

Total Attachments: 3
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source=Assignment between Kellwood and Hampshire#page3.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 3rd day of October 2005 (the "Effective Date"), is by and between Kellwood Company, a Delaware corporation, having its principal place of business at 600 Kellwood Parkway, Chesterfield, Missouri 63017, ("Assignor") and Hampshire Group, Limited, a Delaware corporation, having its principal place of business at 215 Commerce Blvd., Anderson, South Carolina 29625 ("Assignee").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing an Agreement for Purchase and Sale of Assets dated as of September 26, 2005 to which this Assignment is referenced and attached;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations set forth on Exhibit 1 (the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registration included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademark of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm Assignee's ownership of the Trademarks.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date first above written.

"ASSIGNOR"
KELLWOOD COMPANY

By: _____
Name: Gregory W. Kleffner
Title: VP Finance & Controller

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 3rd day of October, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gregory W. Kleffner, known by me to be the person of the above name and an officer of Kellwood Company, duly authorized to execute this Assignment on behalf of Kellwood Company, and who signed and executed the foregoing instrument on behalf of Kellwood Company.

Given under my hand and seal of office this 3rd day of October, 2005.

Stacy L. Mirkay
Notary Public

My commission expires:

STACY L. MIRKAY
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 20, 2008

Exhibit 1

REGISTERED TRADEMARK

TRADEMARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
David Brooks Ltd.	U.S.	Reg. No. 1,260,052	December 6, 1983
David Brooks	Canada	Reg. No. 432,648	September 2, 1994