

**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:	12/27/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ONLY NINE APPAREL, LLC		12/27/2005	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

Name:	NINE WEST DEVELOPMENT CORPORATION
Street Address:	200 West 9th Street Plaza
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	76557010	STUDIO NINE
Serial Number:	76557011	STUDIO 9

**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 Department  
 Address Line 4: New York, NEW YORK 19801

NAME OF SUBMITTER:	Robin Mandell
Signature:	/robin mandell/

CH \$65.00 76557010

Date:

01/17/2006

**Total Attachments: 3**

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## ASSIGNMENT

This ASSIGNMENT (“Assignment”) from JAMIE GORMAN and ONLY NINE APPAREL, LLC, a New York limited liability company with an address of 1407 Broadway, 14th Floor, Suite 1410, New York, NY 10018 (Jamie Gorman and Only Nine Apparel, LLC are collectively referred to herein as “Only Nine” or “Assignor”), to NINE WEST DEVELOPMENT CORPORATION, a Delaware corporation with an address of 200 West 9th Street Plaza Wilmington, DE 19801 (“Assignee”), is entered into and effective as of the date first written below.

### WITNESSETH

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks STUDIO NINE and STUDIO 9 for clothing and related goods in cl. 25, including the goodwill of the business in connection with which the marks are used and which is symbolized by the marks and the following trademark applications (collectively, the “Marks”):

Mark	Serial Number
STUDIO NINE	76/557,010
STUDIO 9	76/557,011

WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to assign to Assignee, any and all of Assignor’s right, title and interest in and to the Marks, including the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks and the trademark applications for such Marks as set forth in U.S. Ser. Nos. 76/557,010 and 76/557,011 (collectively, the “Applications”), together with the right to recover for any past, present and future infringements and violations thereof;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire right, title and interest in and to the Marks, including the Applications therefor, and the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, together with the right to recover for past, present and future infringements and violations thereof.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns shall execute such additional documents and instruments necessary to carry out the intent and purposes of this Assignment.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

This Assignment shall inure to the benefit of Assignee and its successors, assigns, and legal representatives, and shall be binding upon Assignor and its officers, employees, successors, assigns, related entities, and legal representatives.

[Signature page follows, remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, through a duly authorized representative, on the date(s) set forth below.

Dated: 12/27<sup>th</sup>, 2005

ONLY NINE APPAREL, LLC

By: Jamie Gorman  
Name: Jamie Gorman  
Title: President

Dated: 12/27<sup>th</sup>, 2005

JAMIE GORMAN

Jamie Gorman

Dated: 1/11, 2006

NINE WEST DEVELOPMENT CORPORATION

By: Robin Mandell  
Name: Robin Mandell  
Title: Ass't Treasurer