

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Simply Blue, Inc.
17935 NE 65th Street
Suite 120
Redmond, Washington 98052

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

Citizenship Washington

Execution Date(s) October 31, 2005

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: SB Acquisition Corp.
Internal Address: c/o Hartmarx Corporation
Street Address: 101 North Wacker Drive

City: Chicago

State: Illinois

Country: USA Zip: 60606

Association – Citizenship _____

General Partnership – Citizenship _____

Limited Partnership – Citizenship _____

Corporation – Citizenship Delaware

Other _____

Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other _____

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

78548597 78654188 78700129
76597517 78532251

B. Trademark Registration No(s).

2217777

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Seth V. Shelden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2558
Fax: (917) 777-2558
SShelden@skadden.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 1.21(h) and 3.41) \$140

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 264050/40)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: Philip H. Bartels

9. Signature.



Signature

Seth Shelden

Name of Person Signing

November 16, 2005

Date

Total number of pages including cover sheet, and documents:

5

CH \$166.00 192385 78548597

CONTINUATION OF Item 1. Names of Additional Conveying Parties**Seymour J. Blue, LLC**

c/o Simply Blue, Inc.

17935 NE 65th Street, Suite 120

Redmond, Washington 98052

(Washington Limited Liability Company)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT (the "Assignment") is made as of Oct. 31, 2005 (the "Effective Date") between Simply Blue, Inc., a Washington corporation having a place of business at 17935 NE 65th Street, Suite 120, Redmond, Washington 98052, ("Simply"), Seymour J. Blue, LLC, a Washington limited liability company having a place of business at c/o Simply Blue, Inc., 17935 NE 65th Street, Suite 120, Redmond, Washington 98052 ("Seymour" and together with Simply, "Sellers" and each a "Seller") and SB Acquisition Corp., a Delaware corporation having a place of business at c/o Hartmarx Corporation, 101 North Wacker Drive, Chicago, IL 60606 ("Buyer").

WHEREAS, Sellers and Buyer are parties to a Purchase Agreement, dated as of Oct. 31, 2005, by and among Buyer (a wholly-owned subsidiary of Hartmarx Corporation, a Delaware corporation), Hartmarx Corporation, Sellers, Melvin Matsui, Barbara J. Matsui, and Thomas Hermann (the "Purchase Agreement");

WHEREAS, Sellers are the owners of Intellectual Property, as such term is defined in the Purchase Agreement, and other intangible assets of an intellectual property nature, including without limitation the names and trademarks CHRISTOPHER BLUE, PINE IV, BLUE HOUSE DRIVE, EUGENE SMYTHE, WÖRN, L. PASEO, and compound forms thereof, including without limitation CHRISTOPHER-BLUE.COM, together with the goodwill associated therewith and all trademark and trade name applications and registrations, Internet domain names, and common law rights incorporating or similar or otherwise related thereto throughout the word, including without limitation the trademark registrations, trade name, common law marks, and domain name registrations listed on Schedule A hereto (collectively, the "Assigned Intellectual Property").

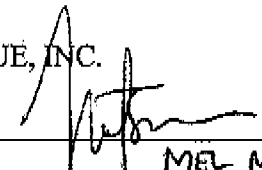
WHEREAS, Buyer desires to purchase from Sellers, and Sellers desire to sell, assign, transfer, convey and deliver to Buyer all of Sellers' rights, title and interest in and to the Assigned Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises and the covenants, agreements, representations and warranties contained herein and in the Purchase Agreement, intending to be legally bound hereby, the parties do hereby agree as follows:

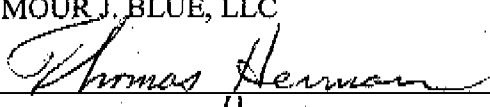
1. Sellers do hereby irrevocably assign, transfer, set over, and deliver to Buyer and its successors and assigns, and Buyer hereby accepts, all of Sellers' rights title, and interests in and to the Assigned Intellectual Property and the registrations thereof and applications therefore, together with (i) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Assigned Intellectual Property, (ii) all causes of action (either in law or in equity), claims and demands or other rights for, or arising from any infringement, dilution, unfair competition, or other violation, including past infringement, dilution, unfair competition, or other violation, of the Assigned Intellectual Property, and (iii) all rights corresponding thereto throughout the world.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by the duly authorized officer of each of Sellers and Buyer as of the day and year first above written.

SIMPLY BLUE, INC.

By: 
Name: MEL MATSUI
Title: Pres.

SEYMOUR J. BLUE, LLC

By: 
Name: Thomas Hermann
Title: President.

**Schedule A to Intellectual Property
Assignment Agreement**

TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>OWNER</u>	<u>REGISTRATION/ APPLICATION NO.</u>
United States	CHRISTOPHER BLUE	Simply Blue, Inc.	2,217,777 (Reg.)
United States	PINE IV	Simply Blue, Inc.	78,548,597 (App.)
United States	BLUE HOUSE DRIVE	Simply Blue, Inc.	78,654,188 (App.)
United States	EUGENE SMYTHE	Simply Blue, Inc.	78,700,129 (App.)
United States	WÖRN	Seymour J. Blue, LLC	76,597,517 (App.)
United States	L. PASEO	Seymour J. Blue, LLC	78,532,251 (App.)

DOMAIN NAME

<u>DOMAIN NAME</u>	<u>REGISTRANT</u>	<u>REGISTRATION DATE</u>
CHRISTOPHER-BLUE.COM	DomainsByProxy.com (on behalf of Simply Blue, Inc.)	November 5, 2003
CHRISTOPHERBLUE.COM	go daddy.com	November 26, 2004
Jagjeans.net	register.com	October 21, 2004