

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
Royce Hosiery LLC		12/03/2004	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Royce Too LLC		
Street Address:	350 Fifth Avenue, Suite 300		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10118		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2016179	ROYCE NEW YORK	
CORRESPONDENCE DATA			
Fax Number:	(309)210-9632		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	914-967-1603		
Email:	brosenthal@roycetoo.com		
Correspondent Name:	Barbara Rosenthal		
Address Line 1:	350 Fifth Avenue, suite 300		
Address Line 4:	New York, NEW YORK 10118		
NAME OF SUBMITTER:	Barbara Rosenthal		
Signature:	/barbara rosenthal/		
Date:	10/13/2006		

OP \$40.00 2016179

Total Attachments: 2

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**TRADEMARK
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Execution Copy

TRADEMARK ASSIGNMENT by **ROYCE HOSIERY, LLC** ("Assignor"), a New York limited liability company having its principal place of business at 350 Fifth Avenue, New York, New York 10118-0300 in favor of **ROYCE TOO LLC** ("Assignee"), a Delaware limited liability company, having its principal place of business at 350 Fifth Avenue, New York, New York 10118-0300.

WHEREAS, Assignor is the sole and exclusive owner of all right, title, and interest in and to certain trademarks, foreign and United States trademark registrations therefor, and applications for registration thereof, all as shown in Exhibit A attached hereto (the "Trademarks"), and has been using continuously the Trademarks in connection with its business and goodwill; and

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Trademarks;

NOW, THEREFORE, for and in consideration of the sum of Ten (10) Dollars paid by Assignee, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors, assigns and legal representatives, all right, title, and interest in and to the Trademarks together with (i) any associated goodwill of Assignor and any associated businesses, if any, of assignor; and (ii) all causes of action, past, present and future for infringement or unfair competition and all rights to sue to recover for said claims and demands and (iii) all licenses, if any, related thereto; and all free and clear of all liens, claims and encumbrances.

Assignor further represents and warrants that it has taken no steps previously to encumber, to license or to transfer the Trademarks or any right, title or interest therein except as disclosed to Assignee. Assignor hereby agrees that it will, upon written request of Assignee,

from time to time execute reasonable documents prepared at the expense of Assignee meeting the requirements of the United States Patent and Trademark Office to record or register Assignee's rights in the Trademark.

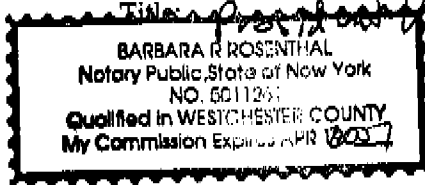
IN WITNESS WHEREOF the said Assignor has caused these presents to be executed by its President/CEO and duly attested by its General Counsel this 3rd day of December, 2004.

Attest:

ROYCE HOSIERY, LLC

Barbara Rosenthal

By: [Signature]
Name: Robert J. Rappali
Title: President/CEO



STATE OF NEW YORK)
) ss.:
COUNTY OF Westchester)

On this 3rd day of December, 2004, before me personally appeared Robert J. Rappali, to me known, who being by me duly sworn did depose and state that he is President/CEO of Royce Hosiery LLC, the limited liability company which executed the foregoing instrument, and that he signed his name thereto with full authority.

Barbara Rosenthal
Notary Public