

**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:	08/21/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hampshire Designers, Inc.		08/21/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Hampshire Group, Limited
Street Address:	1924 Pearman Dairy Road
City:	Anderson
State/Country:	SOUTH CAROLINA
Postal Code:	29625
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1399636	LUXELON

**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/McGuireWoods LLP  
 Address Line 1: 901 East Cary Street  
 Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	2040585-0023
NAME OF SUBMITTER:	Janet P. Peyton
Signature:	/Janet P. Peyton/

**OP \$40.00 1399636**

Date:

01/03/2007

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of August 21<sup>st</sup>, 2006 (this "Assignment"), is made by Hampshire Designers, Inc., a Delaware corporation, with offices located at 1407 Broadway, Suite 1110, New York, New York ("Assignor"), in favor of Hampshire Group, Limited, a Delaware corporation having an office at 1924 Pearman Dairy Road, Anderson, South Carolina ("Assignee").

WHEREAS, Assignor has registered the mark LUXELON in the United States (U.S. Reg. No. 1,399,636) and has pending applications for LUXELON in China and Hong Kong (Hong Kong App. No. 300679609) (collectively, the "Marks").

WHEREAS, Assignor has agreed to assign the Marks to Assignee, together with the goodwill of the business in connection with which the Marks have been used (the "Goodwill");

WHEREAS, the parties' execution and subsequent filing of this Assignment and the attached assignment documents in respect of the applications filed in China and Hong Kong will complete the assignment of the Marks in the United States, China, and Hong Kong.

NOW, THEREFORE, for good and valuable consideration, the existence and sufficiency of which both parties hereby acknowledge, Assignor hereby agrees as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to the Marks and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of any registrations thereof, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

3. Assignor represents, warrants and covenants that Assignor is the owner of the entire right, title and interest in and to Marks, that Assignor has full power to make this Assignment, and that Assignor agrees to execute such further assignments and related documents with respect to the Marks, the Goodwill, and the claims as Assignee shall reasonably request.

4. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice of law or

conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would require the application of any other law.

5. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

**Hampshire Designers, Inc.**

By: Heath L. Golden  
Name: Heath L. Golden  
Title: Secretary

Attest:

Michael S. Cutang  
Name: Michael S. Cutang  
Title: CEO + President

State of New York )  
City/County of New York )

On this 21<sup>st</sup> day of August, 2006, before me personally appeared Heath L. Golden, to me known to be the Secretary of Hampshire Designers, Inc., a Delaware corporation, on whose behalf he/she executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

My commission expires: 6/20/10

MARIANNE GARIS  
Notary Public, State of New York  
No. 314929534  
Qualified in New York County  
Commission Expires 6/20/10

Marianne Garis  
Notary Public