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	
Cynthia Steffe		01/02/2004	INDIVIDUAL: UNITED STATES	

RECEIVING PARTY DATA

Name:	Bernard Chaus, Inc.
Street Address:	350 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	74246661	FRANCESS & RITA

CORRESPONDENCE DATA

Fax Number: (212)894-5552

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: keely.herrick@kattenlaw.com

Correspondent Name: Keely L. Herrick
Address Line 1: 575 Madison Avenue

Address Line 2: Katten Muchin Rosenman LLP

Address Line 4: New York, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:	023760-68165
NAME OF SUBMITTER:	Keely L. Herrick
Signature:	/Keely L. Herrick/
Date:	01/05/2007

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Total Attachments: 11
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EXCHANGE AGREEMENT

This EXCHANGE AGREEMENT, dated as of January 2, 2004 (this "Agreement"), is entered into by and among CYNTHIA STEFFE ACQUISITION, LLC (the "Buyer"), a New York limited liability company and a wholly-owned subsidiary of Bernard Chaus, Inc. ("Chaus"), Cynthia Steffe ("Steffe") and Richard Roberts ("Roberts") (Buyer, Steffe and Roberts are each hereinafter individually referred to as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, simultaneously with the execution of this Agreement, the Buyer is entering into an asset purchase agreement (the "Asset Purchase Agreement;" capitalized terms used and not defined herein shall have the meaning set forth in the Asset Purchase Agreement) with L.F. Brands Marketing (the "Company") pursuant to which the Buyer is purchasing certain assets of the Company used in the business of designing, arranging for the manufacture of, marketing and selling of a women's clothing apparel line, under the Cynthia Steffe Marks (the "Business");

WHEREAS, Steffe and the Company are parties to that certain licensing agreement, dated as of May 9, 2000, pursuant to which Steffe has licensed the use of the Cynthia Steffe Marks to the Company (the "Steffe Licensing Agreement"), and such agreement is to be terminated simultaneously with the consummation of the Buyer's purchase of assets pursuant to the Asset Purchase Agreement (the "Asset Purchase");

WHEREAS, Steffe has issued a promissory note in favor of the Company in the original principal amount of \$1,000,000 (the "Steffe Note"), and the Company is transferring all of its right, title and interest in and to such promissory note to the Buyer pursuant to the Asset Purchase Agreement;

WHEREAS, simultaneously with the consummation of the Asset Purchase, Steffe and Chaus are entering into an employment agreement pursuant to which Steffe shall serve as the Chairperson and Chief Designer of the Cynthia Steffe Division of Chaus (the "Employment Agreement"); and

WHEREAS, immediately following the Asset Purchase, the Parties desire to effect an exchange pursuant to which Steffe will exchange all of her right, title and interest in and to the Intellectual Property set forth on Exhibit A, and all other Intellectual Property used in the Business in which she has any interest (collectively, the "Steffe Intellectual Property"), in return for the forgiveness of all amounts owing under the Steffe Note.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

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ARTICLE I. EXCHANGE

Section 1.1. <u>Transfer of Steffe Intellectual Property: Cancellation of Steffe Note.</u>
Upon the terms and subject to the conditions of this Agreement, at the Closing: (a) Steffe is selling, transferring, conveying, assigning and delivering free and clear of Encumbrances to Buyer, and Buyer is purchasing, acquiring and accepting from Seller, all of the Seller's right, title and interest in and to the Steffe Intellectual Property; and (b) the Buyer is canceling all obligations due and owing under the Steffe Note.

Section 1.2. <u>Closing: Closing Date</u>. The closing of the exchange provided for in this Agreement (herein called the "<u>Closing</u>") is being held at the offices of Swidler Berlin Shereff Friedman, LLP, 405 Lexington Avenue, 12th Floor, New York, New York 10174 on the date hereof (such date and time being referred to herein as the "<u>Closing Date</u>"), immediately following the consummation of the Asset Purchase.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF STEFFE AND ROBERTS

Steffe and Roberts hereby represent and warrant to and for the benefit of the Buyer, as of the date hereof, as follows:

- Section 2.1. <u>Authority: Binding Obligation</u>. Steffe and Roberts each have the requisite authority and power to enter into, execute and deliver this Agreement and to perform her obligations hereunder. This Agreement has been duly executed and delivered by Steffe and Roberts and constitute a valid and binding obligation of each of them enforceable in accordance with its terms.
- Section 2.2. No Conflict; Required Consents. The execution, delivery and performance by Steffe and Roberts of this Agreement, the fulfillment of and compliance with the terms and provisions hereof and the consummation by each of them of the transactions contemplated hereby, do not and will not (with or without notice or lapse of time, or both) conflict with or result in any violation by either of them under any provisions of or result in acceleration, termination, cancellation or modification of, or constitute a default under: (i) any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease, agreement, or other instrument, obligation or agreement of any kind relating to which either of them is a party, or by which any of their assets may be bound or affected; or (ii) any Requirements of Law. Such execution, delivery or performance do not and will not result in the creation or imposition of any Encumbrance of any nature whatsoever upon the Steffe Intellectual Property or require any filing with, or permit, authorization, consent or approval of, a Governmental Entity or other Person.
 - Section 2.3. Steffe Intellectual Property. Steffe has good, valid and marketable title to all of the Steffe Intellectual Property. Neither Steffe nor Roberts has caused any lien, charge or rother encumbrance to be made on or against the Steffe Intellectual Property. To the knowledge of Steffe and Roberts, no third party has caused any lien, charge or other encumbrance to be made on or against the Steffe Intellectual Property, other than any liens, charges or

encumbrances in favor of CIT. The Steffe License Agreement has been terminated as of the date hereof, and no further obligations are due and owing thereunder. To the knowledge of Steffe and Roberts, Steffe's rights in all of the Steffe Intellectual Property are valid and there are no restrictions on the direct or indirect transfer of any Contract, or any interest therein, held by Steffe in respect of the Steffe Intellectual Property. To the knowledge of Steffe and Roberts, there are no claims or demands of any other Person pertaining to any of the Steffe Intellectual Property and no proceedings have been instituted, or are pending or threatened, which challenge her rights in respect thereof. Steffe has not acted in any way such that her acts would invalidate, eliminate, or otherwise render unenforceable any of the Steffe Intellectual Property. None of the Steffe Intellectual Property has been, or will be, charged with Encumbrances by Steffe. In relation to registered rights, all domestic and foreign registrations forming part of the Steffe Intellectual Property have, to Steffe's knowledge, been maintained and all renewal fees have been paid on time. Steffe has not received an adverse opinion (whether from the registry concerned or its advisor) or notice of opposition in relation to any such application. Steffe has no knowledge of any infringement by others of any of the Steffe Intellectual Property rights.

Section 2.4. <u>Broker Fees</u>. No broker or finder is entitled to any brokerage fees, commission or finders' fee in connection with the transactions contemplated by this Agreement or any other agreement contemplated hereby pursuant to any arrangement with Steffe.

ARTICLE IIL REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to and for the benefit of the Seller, as of the date hereof, as follows:

- Section 3.1. Organization of the Buyer. Buyer is duly organized, validly existing and in good standing under the laws of the State of New York.
- Section 3.2. <u>Authority: Binding Obligation</u>. Buyer has the requisite authority and power to enter into, execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by the Buyer of this Agreement have been duly authorized by all necessary action of the Buyer. This Agreement has been duly executed and delivered by the Buyer and constitutes a valid and binding obligation of the Buyer, enforceable in accordance with their terms.
- Section 3.3. No Conflict: Required Consents. The execution, delivery and performance by Buyer of this Agreement, the fulfillment of and compliance with the terms and provisions hereof and the consummation by the Buyer of the transactions contemplated hereby, do not and will not (with or without notice or lapse of time, or both) conflict with or result in any violation by the Buyer, under any provisions of or result in acceleration, termination, cancellation or modification of, or constitute a default under: (i) the certificate of formation, operating agreement or similar governing documents of the Buyer; (ii) any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease, agreement, or other instrument, obligation or agreement of any kind to which the Buyer is a party or by which Buyer, or any of its assets, may be bound or affected; or (iii) any Requirements of Law. Such execution, delivery or performance do not and will not require any filing with, or permit,

authorization, consent or approval of, a Governmental Entity or other Person other than those that have been obtained as of the date hereof.

Section 3.4. <u>Broker Fees.</u> No broker or finder is entitled to any brokerage fees, commission or finders' fee in connection with the transactions contemplated by this Agreement or any other agreement contemplated hereby pursuant to any arrangement with the Buyer.

ARTICLE IV. RIGHTS AND OBLIGATIONS SUBSEQUENT TO CLOSING

- Section 4.1. Further Assurances. Each Party shall, from time to time on being reasonably required to do so by the other Party, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form reasonably satisfactory to the other Party as the other Party may reasonably consider necessary for giving full effect to this Agreement and securing to the other Party the full benefit of the rights, powers and remedies conferred upon the other Party in this Agreement.
- Section 4.2. <u>Licensing Revenue</u>. During the period (the "<u>Licensing Revenue Share</u> Period") commencing on the date hereof and ending upon the termination of Steffe's employment with Chaus (or, if Steffe's employment with Chaus is terminated by Chaus without Cause (as defined in the Employment Agreement), during the period commencing on the date hereof and ending on the three year anniversary of such termination or non-renewal), Steffe shall be entitled to receive payments (the "Licensing Revenue Share Payments") based upon the revenue, if any, generated by the Buyer from the license of the Steffe Intellectual Property to Persons that are not Affiliates of Chaus, net of any costs and expenses associated with such licensing ("Licensing Revenue"). Such Licensing Revenue Share Payments shall be equal to twenty-five percent (25%) of Licensing Revenue, with all Licensing Revenue Share Payments for a calendar year due within one hundred and twenty (120) days of the end of such calendar year. If, at any time during the Licensing Revenue Share Period, Steffe or Roberts shall, directly or indirectly, whether as principal (including self-employed), manager, agent, employee, consultant, investor, advisor or representative, they will not participate, or solicit any Person to participate in, any business that competes with any licensor of the Steffe Intellectual Property (or any Person that was engaged in discussions with the Company regarding a license of the Steffe Intellectual Property as of the termination of Steffe's employment with Chaus), the Company shall have no further obligation to make Licensing Revenue Share Payments.
- Section 4.3. <u>Post-Termination Royalties</u>. In the event that Steffe's employment with Chaus is terminated by Chaus without Cause, Steffe shall be entitled to receive payments ("<u>Royalty Payments</u>") based upon Chaus' net sales of apparel (net of all returns, allowances, customer offsets and deductions), incorporating the Steffe Intellectual Property, but excluding any Licensing Revenue ("<u>Net Sales</u>"), during the three year period commencing upon the termination of her employment with Chaus. Such Royalty Payments shall be equal to one percent (1%) of Net Sales, and shall be due and payable at the same time as the Licensing Revenue Share Payments.

ARTICLE V. MISCELLANEOUS

Section 5.1. <u>Fees and Expenses</u>. Each Party will bear its own direct expenses incurred in connection with the negotiation and preparation of this Agreement and the consummation and performance of the transactions contemplated by herein and therein.

Section 5.2. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered personally or sent by facsimile transmission, overnight courier, or certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally or sent by facsimile transmission (provided that a confirmation copy is sent by overnight courier), one day after deposit with an overnight courier, or if mailed, five days after the date of deposit in the United States mails, as follows:

To Buyer:

c/o Bernard Chaus, Inc.

530 7th Avenue

New York, New York 10018 Attention: Nicholas DiPaolo Facsimile: (212) 863-6307

With a copy to:

Swidler Berlin Shereff Friedman, LLP

The Chrysler Building 405 Lexington Avenue New York, New York 10174

Attention: Richard A. Goldberg, Esq.

Facsimile: (212) 891-9598

To Steffe or Roberts:

210 West 101st Street

New York, New York 10025

With a copy to:

Pavia & Harcourt LLP 600 Madison Avenue

New York, New York 10022 Attention: Ralph J. Galasso, Esq.

Facsimile: (212) 980-3185

Any notice given hereunder may be given on behalf of any Party by his counsel or other authorized representatives. The address of any Party may be changed on notice to the other Party duly served in accordance with the foregoing provisions.

Section 5.3. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York as applied to contracts made and to be performed entirely in the State of New York without regard to principles of conflicts of law.

- Section 5.4. Forum: Process. Each of the parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any court of the State of New York or any federal court sitting in the City of New York for purposes of any suit, action or other proceeding arising out of this Agreement (and agrees not to commence any action, suit or proceedings relating hereto except in such courts). Each of the parties hereto agrees that service of any process, summons, notice or document by U.S. registered mail at its address set forth herein shall be effective service of process for any action, suit or proceeding brought against it in any such court. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, which is brought by or against it, in the courts of the State of New York or any federal court sitting in the State of New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
- Section 5.5. Entire Agreement. This Agreement, including the Exhibits hereto, is intended to embody the complete, final and exclusive agreement among the Parties with respect to the exchange of the Steffe Intellectual Property for the forgiveness of the Steffe Note and the related transactions and are intended to supersede all previous negotiations, commitments and writings agreements and representations, written or oral, with respect thereto and may not be contracted by evidence of any such prior or contemporaneous agreement, understanding or representations, whether written of oral.
- Section 5.6. <u>Assignability: Binding Effect</u>. This Agreement may not be assigned by Steffe without the prior written consent of Buyer. Buyer may, in its discretion, transfer and assign this Agreement to an Affiliate or to a successor of Buyer by merger or sale of assets. This Agreement and the rights, covenants, conditions and obligations of the respective parties hereto and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure to the benefit of, the Parties hereto and their respective heirs, successors and permitted assigns and legal representatives.
- Section 5.7. Execution in Counterparts. For the convenience of the Parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart evidencing execution by each party hereto. Delivery of a facsimile version of one or more signatures to this Agreement shall be deemed adequate delivery for purposes of this Agreement.
- Section 5.8. Amendments. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each Party hereto, or in the case of a waiver, the Party waiving compliance; provided, however that no such waiver shall operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits a waiver or consent by or on behalf of any Party hereto, such waiver or consent shall be given in

- Section 5.9. <u>Agreement to Continue in Full Force</u>. This Agreement shall, insofar as it remains to be performed, continue in full force and effect notwithstanding Closing.
- Section 5.10. Severability. In the event that any one or more of the provisions contained in this Agreement, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained in this Agreement shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the Parties hereto shall be enforceable to the fullest extent permitted by law.
- Section 5.11. <u>Section Headings</u>. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.
- Section 5.12. Gender and Tenure. Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa; the masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense and vice versa.
- Section 5.13. Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer rights or remedies under or by reason of this Agreement on any Persons other than the parties to it, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third Persons to any party to this Agreement, nor shall any provisions give any third Persons any right of subrogations over or action against any party to this Agreement.
- Section 5.14. <u>Construction</u>. The language in all parts of this Agreement shall in all cases be construed simply, accurately to its fair meaning, and not strictly for our against any of the parties hereto, without limitation, there shall be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part thereof, and any rule of law, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

TRADEMARK REEL: 003455 FRAME: 0928 CYNTHIA STEFFE ACQUISITION, LLC.

By BERNARD CHAUS, INC., its sole member.

By:

Name: Nicholas DiPaolo

Title: Vice Chairman of the Board and Chief

Operating Officer

Cowan, Liebowitz & Latman, P.C Client: CYNTHIA STEFFE INC.

Worldwide Trademark Registration Program as of May 3, 2000

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Cowan, Liebowitz & Latman, P.C

Client: CYNTHIA STEFFE INC.

Worldwide Trademark Registration Program as of May 3, 2000

COUNTRY	MARK	APPLN. NO.	APP. DAT	E REG. NO.	REG. DAT	TE STATUS
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