

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Green River Group LLC		04/09/2004	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Leslie Fay Licensing Enterprises Corp.		
<b>Street Address:</b>	1372 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78178586	D.W. STUDIO BY DAVID WARREN	
<b>Registration Number:</b>	1202108	DAVID WARREN	
<b>Registration Number:</b>	1424026	RIMINI	
<b>Registration Number:</b>	1417515	RICHARD WARREN	
<b>Registration Number:</b>	2757157	DW123	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)632-5555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-632-5500		
<b>Email:</b>	lmoффatt@salans.com		
<b>Correspondent Name:</b>	Lora A. Moффatt		
<b>Address Line 1:</b>	Rockefeller Center, 620 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	0208587.0001		

CH \$140.00 78178586

NAME OF SUBMITTER:	Lora A. Moffatt
Signature:	/lora a moffatt/
Date:	01/23/2007
Total Attachments: 4 source=LESLIEFAYASSIGN#page1.tif source=LESLIEFAYASSIGN#page2.tif source=LESLIEFAYASSIGN#page3.tif source=LESLIEFAYASSIGN#page4.tif	

## TRADEMARK ASSIGNMENT

On the date hereof, GREEN RIVER GROUP LLC, a Delaware limited liability company ("Assignor"), and LESLIE FAY LICENSING ENTERPRISES CORP., a Delaware corporation ("Assignee"), have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), pursuant to which Assignor has purchased certain assets from Assignee, including the trademarks and trademark applications listed on the attached Schedule A (the "Trademarks"), on the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, assigns, and transfers to Assignee, all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, any goodwill of the business relating to the Trademarks and all causes of action accrued or accruing with respect to the Trademarks.

2. Assignor hereby agrees to execute any papers and to perform such other proper acts as Assignor, or its successors or assigns, may deem reasonably necessary, but at Assignee's expense, to secure to Assignee, or its successors or assigns, the rights hereby assigned.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer, this 9<sup>th</sup> day of April, 2004.

GREEN RIVER GROUP LLC

By: \_\_\_\_\_

Name: *Simon Lam*

Title: *member*

TRADEMARK

REEL: 003466 FRAME: 0844

Schedule A

Trademarks

**Registered Trademarks**

<u>Trademark</u>	<u>Registration Number</u>
DAVID WARREN	1202108
RIMINI	1424026
RICHARD WARREN	1417515
DWI23	2757157

**Trademark Applications**

<u>Trademark</u>	<u>Serial Number</u>
D.W. STUDIO AN L.F. BRANDS COMPANY	78/240741
REGGIO	78/271119
D.W. STUDIO BY DAVID WARREN	78/178586

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK )

ss.:

COUNTY OF NEW YORK)


KNOW ALL MEN BY THESE PRESENTS, that GREEN RIVER GROUP LLC, a Delaware limited liability company, having an address at c/o Silverlake, Inc. 530 Seventh Avenue, New York, New York 10018 ("Purchaser"), pursuant to a Assignment and Security Agreement (the "Assignment"), dated the date hereof, hereby constitutes and appoints LESLIE FAY LICENSING ENTERPRISES CORP., a Delaware corporation with a place of business located at c/o Marotta Gund Budd & Dzera, LLP, 360 Lexington Avenue, New York, New York 10017 ("Seller"), as its true and lawful attorney-in-fact, with full-power-of-substitution, and with full-power-and-authority-to-perform-the-following-acts-on-behalf-of Purchaser (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement):

1. Assign, sell or otherwise dispose of all right, title and interest in and to the Trademarks listed on Schedule A hereto, for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the Trademarks listed on Schedule A of the Assignment.

This power of attorney is made pursuant to the Agreement, dated the date hereof, between Seller and Purchaser (i) is coupled with an interest and (ii) shall be irrevocable for the term of the Agreement and thereafter as long as any obligations of Purchaser to Seller referred to in the Assignment shall be outstanding.

Date: April 9, 2004

GREEN RIVER GROUP LLC

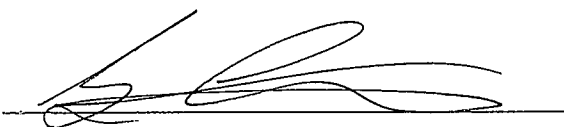
By:   
Name: Simon Lam  
Title: member

STATE OF NEW YORK )

ss.:

COUNTY OF NEW YORK )

On the 9th day of April 2004, before me personally came SIMON LAM to me known, who, being by me duly sworn, did depose and say that he ~~resides~~ <sup>HAS A BUSINESS ADDRESS</sup> at 530 7th AVE NY NY 10018; that he is the MEMBER of Green River Group LLC, the limited liability company described in and which executed the above instrument; and that he signed his name thereto by authority of said limited liability company.



GIOVANNI CARUSO  
Notary Public, State of New York  
No. 02CA8063837  
Qualified in New York County  
Commission Expires Jan 16, 2007

**SCHEDULE A**

Trademarks

**Registered Trademarks**

Trademark                      Registration Number

DAVID WARREN                      1202108

RIMINI                                      1424026

RICHARD WARREN                      1417515

DW123                                      2757157

**Trademark Applications**

Trademark                      Serial Number

D.W. STUDIO AN                      78/240741  
L.F. BRANDS COMPANY

REGGIO                                      78/271119

D.W. STUDIO BY                      78/178586  
DAVID WARREN