

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/04/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royce Hosiery, LLC		12/04/2004	LIMITED LIABILITY COMPANY:

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:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2097871	OOOH! AHH! CUSHION COMFORT

CORRESPONDENCE DATA

Fax Number: (309)210-9632
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9149671603
 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:	/brosenthal/
Date:	02/05/2007

OP \$40.00 2097871

Total Attachments: 2

source=RHLLC to RTOO assignment#page1.tif

source=RHLLC to RTOO assignment#page2.tif

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,

TRADEMARK

