

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
Le Tigre, LLC		09/12/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	KENNETH COLE PRODUCTIONS (LIC), INC.
Street Address:	P.O. BOX N-1991 THE DEANERY
Internal Address:	CUMBERLAND HILL STREET
City:	NASSAU
State/Country:	BAHAMAS
Entity Type:	CORPORATION: BAHAMAS

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	78273848	EL TIGRE
Serial Number:	78196680	LE TIGRE
Serial Number:	78465944	LE TIGRE
Serial Number:	78465915	LE TIGRE
Serial Number:	78465933	LE TIGRE
Serial Number:	78465940	LE TIGRE
Serial Number:	78465950	LE TIGRE
Registration Number:	1186863	LE TIGRE
Registration Number:	1490278	LETIGRE
Serial Number:	78465877	LE TIGRE
Serial Number:	78465904	LE TIGRE
Serial Number:	78465889	LE TIGRE
Serial Number:	78465899	LE TIGRE
Serial Number:	78465892	LE TIGRE

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Serial Number:	78196385	LE TIGRE, JR.
Serial Number:	78465960	
Serial Number:	78465979	
Serial Number:	78465961	
Serial Number:	78465966	
Serial Number:	78465957	

CORRESPONDENCE DATA

Fax Number: (914)723-4301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 914-723-4300
Email: rduff@lsllp.com
Correspondent Name: Renee L. Duff
Address Line 1: Lackenbach Siegel LLP
Address Line 2: One Chase Road
Address Line 4: Scarsdale, NEW YORK 10583

ATTORNEY DOCKET NUMBER: 12127 ETC

DOMESTIC REPRESENTATIVE

Name: Howard N. Aronson
Address Line 1: Lackenbach Siegel LLP
Address Line 2: One Chase Road
Address Line 4: Scarsdale, NEW YORK 10583

NAME OF SUBMITTER: Renee L. Duff

Signature: /RLD/

Date: 11/13/2007

Total Attachments: 7
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WORLDWIDE OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

This Worldwide Omnibus Assignment of Intellectual Property (this "Assignment") is effective as of September 12, 2007 and is between Le Tigre, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with a principal place of business at 149 Fifth Avenue, New York, New York 10001 ("Assignor") and Kenneth Cole Productions (LIC), Inc., a company organized and existing under the laws of the Bahamas, with a principal place of business at 603 West 50th Street, New York, New York 10019 ("Assignee")

WHEREAS, Assignor is the owner of the trademark "LE TIGRE," "LE TIGRE & Tiger Design," and the associated tiger design logos and word marks, including all formatives and variations thereof, all stylizations thereof, all logos and designs associated therewith, all common law rights therein; and any and all trademark registrations and applications therefor (collectively, the "Trademarks"), as identified on Schedule A, attached hereto and made a part hereof, and is the owner of the domain names identified on Schedule B, attached hereto and made a part hereof, (collectively, the "Domain Names").

WHEREAS, Assignee wishes to acquire all of Assignor's ownership, rights, title and interest, in and to the intellectual property identified on Schedule A hereto and the goodwill associated therewith, all as more specifically set forth herein.

WHEREAS, Assignor wishes to transfer and assign to Assignee, all rights, title, interests, and ownership in and to the Trademarks and related goodwill, free and clear of all liens, claims and encumbrances, pursuant to the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, as set forth in that certain Asset Purchase Agreement by and among Assignor and Assignee entered into simultaneously herewith (the "Asset Purchase Agreement"), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, sells, transfers, conveys, bequeaths and grants irrevocably to Assignee the entire ownership, right, title and interest of Assignor, throughout the world, in and to all of the Trademarks, and all past, present and future rights and forms of protection of an equivalent or similar nature having the equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, together with the goodwill of Assignor's business associated therewith, appurtenant thereto, and symbolized thereby, the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for profits and damages (past, present and future) by reason of any violation of rights related to the Trademarks, including without limitation trademark infringement and unfair competition, and cyber-squatting, with the right to sue and recover for such violations and collect the same for Assignee's own use and benefit.

2. Assignor hereby assigns, transfers, sets over, and conveys to Assignee all of its right, title and interest in and to the Domain Names and agrees to take all steps necessary to effect the transfer of the Domain Names to Assignee.

3. Assignor agrees, on its own behalf, as well as on behalf of its parents, subsidiaries, affiliates, principals, officers, directors, owners, shareholders, successors, assigns and legal representatives, to execute and deliver to Assignee this document and any further documents or instruments and perform any and all further acts that may reasonably be deemed necessary or desirable by Assignee to vest, record, perfect, support and/or confirm all of the rights herein conveyed, or intended so to be, including without limitation all such assignments, agreements and powers of attorney as may be needed for recording or effectuating the transfer of the Trademarks and the Domain Names anywhere in the world and such letters of instruction to foreign associate counsel and predecessors in interest, as may be needed for Assignee to assume ownership, responsibility and use of all Trademarks therefor.

4. Assignor further covenants and agrees that it, as well as its parents, subsidiaries, affiliates, principals, officers, directors, owners, shareholders, successors, assigns and legal representatives, will at any time upon Assignee's reasonable request communicate to Assignee or its representatives any facts relating to the Trademarks and the Domain Names and the history and status thereof, which are known or should be known, or become known, to Assignor or its parents, subsidiaries, affiliates, principals, officers, directors, owners, shareholders, successors, assigns or legal representatives.

5. Assignor hereby represents and warrants as follows: (i) all of the registered Trademarks are good, valid, subsisting, and in full force and effect; (ii) with the exception of those Trademarks listed on Schedule C attached hereto and made a part hereof, Assignor has made all appropriate filings to maintain all of the pending and registered Trademarks; (iii) except as expressly set forth in the Asset Purchase Agreement, none of the Trademarks or the Domain Names are, to Assignor's best knowledge, subject to any outstanding security interest, lien, encumbrance, mortgage, or contractual obligation and all security interests and other liens and encumbrances previously attached thereto or granted therefor have been fully released and discharged and all revocations of such interests and all releases have been duly made, wherever necessary to give effect to such revocations and releases; (iv) Assignor is the exclusive registrant of the Domain Names; (v) Assignor has the full right, power and authority to enter into this Assignment, and has secured all necessary approvals related thereto; and (vi) Assignor's entry into this Assignment will not violate or conflict with any law, statute, regulation, ordinance or contractual obligation.

6. Assignee hereby represents and warrants as follows: (i) Assignee has the full right, power and authority to enter into this Assignment and has secured all necessary approvals related thereto; (ii) Assignee's entry into this Assignment will not violate or conflict with any law, statute, regulation, ordinance or contractual obligation.

7. Assignor hereby covenants that no other transfer, assignment, sale, agreement, or encumbrance has been or will be made or entered into by it, or by its parents, subsidiaries, affiliates, successors, principals, officers, directors, owners, shareholders, assigns or legal representatives, which conflicts or is inconsistent with this Assignment or the Asset Purchase Agreement.

8. This Assignment, together with the Asset Purchase Agreement (and all exhibits thereto) entered into between the parties simultaneously herewith embodies the entire agreement

between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, obligations, agreements, or drafts of agreement, whether written or oral, with respect to the matters set forth herein, and there are no agreements, obligations, representations or warranties respecting said subject matter which are not set forth in the Asset Purchase Agreement and this Assignment.

9. Any notice required or permitted to be given to or served upon either party to this Assignment shall be sufficiently given or served only if in a writing sent to such party by registered or certified mail and addressed to it at the address set forth in the Asset Purchase Agreement.

10. This Assignment shall be governed by, and construed and interpreted in accordance with, the internal laws of the state of New York, applicable to contracts made and to be performed wholly within New York.

11. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective parents, subsidiaries, affiliates, principals, officers, directors, owners, shareholders, successors, assigns and legal representatives.

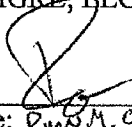
12. The parties agree that it is the intention of neither party to violate any public policy, statutory or common law, or governmental regulation; that if any sentence, paragraph, clause, or combination of the same is, or becomes, in violation of any applicable law or regulation, or is unenforceable or void for any reason, such sentence, paragraph, clause, or combination thereof shall be inoperative, and the remainder of this Assignment shall remain binding upon the parties.

13. This Assignment has been entered into after negotiation and review of its terms and conditions by parties with substantially equal bargaining power and under no compulsion to execute and deliver a disadvantageous agreement. This Assignment incorporates provisions, comments and suggestions proposed by both parties. No ambiguity or omission in this Assignment shall be construed or resolved against either party on the ground that this Assignment or any of its provisions was drafted or proposed by that party.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

LE TIGRE, LLC

By: 
Name: Ryan M. O'Sullivan
Title: Managing Member

ACCEPTED AND ACKNOWLEDGED BY:

KENNETH COLE PRODUCTIONS (LIC), INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

LE TIGRE, LLC

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

KENNETH COLE PRODUCTIONS (LIC), INC.

By: David P. Edr
Name:
Title:

Schedule A

Trademarks

<u>Country</u>	<u>Mark and Class</u>	<u>Application / Registration No.</u>	<u>App. / Reg. Date</u>
United States	EL TIGRE Class 25	A 78/273,848	F 7/14/03
United States	LE TIGRE Class 25	A 78/196,680	F 12/20/02
United States	LE TIGRE (stylized) Class 24	A 78/465,944	F 8/11/04
United States	LE TIGRE (stylized) Class 3	A 78/465,915	F 8/11/04
United States	LE TIGRE (stylized) Class 9	A 78/465,933	F 8/11/04
United States	LE TIGRE (stylized) Classes 9, 16, 18	A 78/465,940	F 8/11/04
United States	LE TIGRE (stylized) Class 26	A 78/465,950	F 8/11/04
United States	LE TIGRE (stylized) Class 25	R 1,186,863	R 1/19/82
United States	LE TIGRE & Tiger Design Class 25	R 1,490,278	R 5/31/88
United States	LE TIGRE & Tiger Design Class 3	A 78/465,877	F 8/11/04
United States	LE TIGRE & Tiger Design Class 26	A 78/465,904	F 8/11/04
United States	LE TIGRE & Tiger Design Class 9	A 78/465,889	F 8/11/04

<u>Country</u>	<u>Mark and Class</u>	<u>Application / Registration No.</u>	<u>App. / Reg. Date</u>
United States	LE TIGRE & Tiger Design Class 24	A 78/465,899	F 8/11/04
United States	LE TIGRE & Tiger Design Classes 9 and 18	A 78/465,892	F 8/11/04
United States	LE TIGRE, JR. Class 25	A 78/196,385	F 12/19/02
United States	Tiger Design Class 9	A 78/465,960	F 8/11/04
United States	Tiger Design Class 26	A 78/465,979	F 8/11/04
United States	Tiger Design Classes 9, 16, and 18	A 78/465,961	F 8/11/04
United States	Tiger Design Class 24	A 78/465,966	F 8/11/04
United States	Tiger Design Class 3	A 78/465,957	F 8/11/04