

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
L.C. Licensing, Inc.		04/08/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	B(R)AND MATTER, LLC		
Street Address:	1599 Post Road East		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3232933	TRACY ELLEN TRACY	
Registration Number:	2863810	ELLEN TRACY	
Registration Number:	3112534	ELLEN TRACY	
Registration Number:	2688367	COMPANY ELLEN TRACY	
Registration Number:	2699958	LINDA ALLARD ELLEN TRACY	
Registration Number:	1780391	ELLEN TRACY	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		
Address Line 1:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

CH \$165.00 3232933

ATTORNEY DOCKET NUMBER:	1179236-0008
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	04/10/2008
Total Attachments: 5 source=23_flr s (74)#page1.tif source=23_flr s (74)#page2.tif source=23_flr s (74)#page3.tif source=23_flr s (74)#page4.tif source=23_flr s (74)#page5.tif	

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS, dated as of April 8, 2008 (this "Assignment"), is made by L.C. LICENSING, INC., a Delaware corporation ("Assignor"), having an address at 1441 Broadway, New York, New York 10018, in favor of BAND MATTER, LLC, a Delaware limited liability company ("Assignee"), having an address at 1599 Post Road East, Westport, Connecticut 06880. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor owns all right, title and interest in and to the trademarks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said trademarks (collectively, the "Trademarks");

WHEREAS, Assignor is a direct or indirect wholly-owned subsidiary of Liz Claiborne, Inc., a Delaware corporation ("LIZ");

WHEREAS, Assignee is a wholly-owned subsidiary of ETPH Acquisition, LLC, a Delaware limited liability company ("ETPH"); and

WHEREAS, ETPH and LIZ have entered into an Asset Purchase Agreement, dated as of February 13, 2008 (the "Purchase Agreement"), and incorporated herein by reference, pursuant to which ETPH has agreed to purchase certain assets from LIZ, including the Trademarks listed on Schedule A attached hereto, on the terms and conditions contained therein, and LIZ has agreed to cause Assignor to transfer such Trademarks to Assignee.

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

1. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks throughout the world, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, and the right to sue and to collect all damages and payments for claims of past and present infringement or misappropriation thereof.

2. Assignor hereby agrees to execute upon the request of Assignee such additional instruments, documents and papers as are necessary to continue, secure, defend, register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of Trademarks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement. This Assignment is intended only to effect the transfer of the Trademarks, pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

4. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

5. This Assignment may be executed in any number of counterparts, each of which shall be any original, but such counterparts shall together constitute but one and the same instrument. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

[Signature page follows]

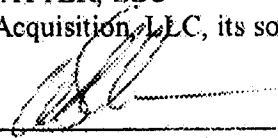
IN WITNESS WHEREOF, Assignee has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Assignee:

BOARD MATTER, LLC

By: ETPH Acquisition, LLC, its sole member

By:



Name: William Sweedler

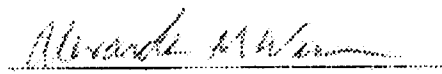
Title: Chief Executive Officer

STATE OF NY)
COUNTY OF NY)ss:

On this 4th day of April 2008, before me the undersigned, a Notary Public for the State of NY, personally appeared William Sweedler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

ALEXANDER M. WINSOR
Notary Public, State of New York
No. 01W18151780
Qualified in New York County
Commission Expires August 28, 2010


Signature of Notary

[Signature Page to Trademark Assignment]

NEW YORK 6551630 (2E)

Trademarks

MARK	COUNTRY OF REG.	ASSIGNOR	REG. NUMBER	REG. DATE
TRACY ELLEN TRACY	USA	L.C. Licensing, Inc.	3232933	04/24/2007
ELLEN TRACY	USA	L.C. Licensing, Inc.	2863810	07/13/2004
ELLEN TRACY	USA	L.C. Licensing, Inc.	3112534	07/04/2006
COMPANY ELLEN TRACY	USA	L.C. Licensing, Inc.	2688367	02/18/2003
LINDA ALLARD ELLEN TRACY	USA	L.C. Licensing, Inc.	2699958	03/25/2003
ELLEN TRACY	USA	L.C. Licensing, Inc.	1780391	07/06/1993