

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                          |
|-----------------------|--------------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT           |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE:       | 01/01/2006               |

**CONVEYING PARTY DATA**

| Name       | Formerly | Execution Date | Entity Type               |
|------------|----------|----------------|---------------------------|
| Rachel Roy |          | 05/19/2008     | INDIVIDUAL: UNITED STATES |

**RECEIVING PARTY DATA**

|                 |                                 |
|-----------------|---------------------------------|
| Name:           | Rachel Roy Fashions Inc.        |
| Street Address: | 25 West 39th Street, 14th Floor |
| City:           | New York                        |
| State/Country:  | NEW YORK                        |
| Postal Code:    | 10018                           |
| Entity Type:    | CORPORATION: DELAWARE           |

**PROPERTY NUMBERS Total: 3**

| Property Type        | Number  | Word Mark           |
|----------------------|---------|---------------------|
| Registration Number: | 3066466 | RACHEL ROY          |
| Registration Number: | 3044114 | RACHEL ROY NEW YORK |
| Registration Number: | 3044113 | R R                 |

**CORRESPONDENCE DATA**

Fax Number: (212)586-5095  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 381-8748  
 Email: astein@ctswlaw.com  
 Correspondent Name: Adam Stein/Cohen Tauber Spievack Wagner  
 Address Line 1: 420 Lexington Avenue, Suite 2400  
 Address Line 4: New York, NEW YORK 10009



|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1214              |
| NAME OF SUBMITTER:      | Courtney Birnbaum |

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|  |                     |
|--|---------------------|
| Signature:   | /Courtney Birnbaum/ |
| Date:  | 05/22/2008          |
| <b>Total Attachments: 3</b><br>source=Rachel Roy Trademark Assignment (00028946)#page1.tif<br>source=Rachel Roy Trademark Assignment (00028946)#page2.tif<br>source=Rachel Roy Trademark Assignment (00028946)#page3.tif |                     |

ASSIGNMENT OF TRADEMARK WORLDWIDE – NUNC PRO TUNC

WHEREAS, on or about January 1, 2006, RACHEL ROY, an individual citizen of the United States (hereinafter referred to as the “Assignor”), then being the owner of all right, title and interest in and to the following trademarks, and any trademark registrations and applications for trademark registration therefor in the United States and in foreign countries:

| <u>Mark</u>  | <u>U.S. Registration No.</u>          | <u>Registration Date</u>                           |
|--|---------------------------------------|--|
| 1. RACHEL ROY  | 3,066,466                             | March 7, 2006                                      |
| 2. RACHEL ROY<br>NEW YORK & Design   | 3,044,114                             | January 17, 2006                                   |
|   |                                       |  |
| 3. RR & Design   | 3,044,113                             | January 17, 2006                                   |
|  |                                       |  |
| 4. RACHEL ROY  | <u>CTM Application No.</u><br>4081717 | <u>Application Filing Date</u><br>October 20, 2004 |

contributed said trademarks and related property (the “Marks”) to RACHEL ROY FASHIONS LLC, a Delaware limited liability company, with its principal place of business at 25 West 39<sup>th</sup> Street, 14<sup>th</sup> Floor, New York, NY 10018, (hereinafter referred to as the “LLC”), pursuant to that certain Limited Liability Company Agreement dated January 1, 2006;

WHEREAS, in accordance with the terms of said Limited Liability Company Agreement, Assignor sold, assigned, quitclaimed and transferred in fact said Marks and applications and registrations therefor, together with that part of the good will of the business connected with and symbolized by said Marks and applications and registrations therefor expressly to the LLC, but without having executed a formal United States or worldwide trademark assignment document;

WHEREAS, effective April 16, 2008, the LLC was merged with and into **RACHEL ROY FASHIONS INC.**, a Delaware corporation, with its principal place of business at 25 West 39<sup>th</sup> Street, 14<sup>th</sup> Floor, New York, NY 10018 (hereinafter referred to as the “Assignee”), whereby all of the assets, rights, powers and properties of the LLC became assets, rights, powers and properties of the Assignee, including without limitation the Marks; and

WHEREAS, said Assignee now desires a formal assignment in order to record the same in the United States Patent and Trademark Office and worldwide;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms the aforesaid sale, assignment, quitclaim and transfer in fact of said Marks and does hereby assign, *nunc pro tunc*, as of January 1, 2006, and/or as of anytime prior to the present when such assignment was in fact equitably affected (the "Effective Date"), to the aforesaid Assignee (as successor in interest to the LLC), all worldwide right, title and interest in and to the said Marks and any applications and registrations therefor, and that part of the good will of the business connected with and symbolized by the Marks, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of the Marks or injury to the said good will, and the right to sue for and recover the same in its, the Assignee's, own name;

This assignment being under covenant, not only that full power to make the same is had by the Assignor, but also that the assigned rights are not encumbered by any grant, license, or other right heretofore given; Assignor acknowledging that, as of the Effective Date, Assignor shall not, without the prior written consent of the Assignee, use or seek to register any of the Marks or any variation thereof or any mark confusingly similar thereto, directly or indirectly, as a principal, agent, shareholder, investor, employer, partner, member, joint venturer, manager, consultant, operator, or in any other capacity whatsoever anywhere in the world, in connection with the same or similar or related goods and services associated with the Marks, now or in the future, nor for any goods or services within the Assignee's natural zone of expansion of the Marks, nor shall Assignor trade on the goodwill associated with the Marks or bring proceedings or otherwise challenge Assignee's exclusive rights to use and register the Marks worldwide, such exclusive rights to be held and enjoyed by Assignee for its own use and for its legal representatives and assigns as fully and entirely as the same would have been held by Assignor had this assignment not been made.

[Next Page is Signature Page]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademark.

**RACHEL ROY**

(Assignor)

By: Rachel Roy  
Date: 5-19-08

**RACHEL ROY FASHIONS LLC**

(Predecessor in Interest)

By: Rachel Roy  
Printed Name: Rachel Roy  
Title: CEO  
Date: 5-19-08

**RACHEL ROY FASHIONS INC.**

(Assignee)

By: Rachel Roy  
Printed Name: Rachel Roy  
Title: President  
Date: 5-19-08