

**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>
9101-2096 Quebec Inc.		05/01/2008	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Basco IP L.P.
<b>Street Address:</b>	6125 chemin de la Cote-de-Liesse
<b>City:</b>	St-Laurent, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H4T 1C8
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2818755	WHATWOMENWEAR
Registration Number:	2770743	JACOB
Registration Number:	1966588	JACOB
Serial Number:	77339910	DANZ
Serial Number:	77349423	DANZ
Serial Number:	77316008	HELPING OTHERS NEVER GOES OUT OF STYLE
Serial Number:	77109962	JACOB
Serial Number:	77258135	SHAPED AND FASHIONED BY WHAT WE LOVE

**CORRESPONDENCE DATA**

Fax Number: (617)526-5000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-526-6448  
 Email: janey.davidson@wilmerhale.com  
 Correspondent Name: Michael J. Bevilacqua, Esquire  
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

CH \$215.00 2818755

Address Line 2: 60 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 2002929122

**DOMESTIC REPRESENTATIVE**

Name: Michael J. Bevilaqua, Esquire  
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP  
Address Line 2: 60 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER: Michael J. Bevilacqua

Signature: /michael j. bevilacqua/

Date: 06/19/2008

Total Attachments: 7  
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## CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment is made as of May 1<sup>st</sup>, 2008, by and between:

**9101-2096 Quebec Inc.**, having its registered office located at 6125 chemin de la Côte-de-Liesse, St-Laurent, Quebec, H4T 1C8

(The "Assignor")

and:

**BASCO PI S.E.C. / BASCO IP L.P.**, a limited partnership having its registered office located at 6125 chemin de la Côte-de-Liesse, St-Laurent, Quebec, H4T 1C8

(The "Assignee")

*(The Assignor and the Assignee collectively called the "Parties").*

Whereas the Assignor is the proprietor and registered owner of the trademark registrations and/or trademark applications set forth on Schedule 1 annexed hereto (the "Trademarks"); and

Whereas the Assignor wishes to transfer and assign all rights, title and interest in the Trademarks to the Assignee who accepts such transfer, the whole pursuant to that certain Sale Agreement (the "Agreement") dated May 1<sup>st</sup>, 2008 between the Assignor and the Assignee, in accordance with which the Assignor sold, transferred and assigned, and the Assignee purchased and accepted the Trademarks of the Assignor described therein.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

- 1) Pursuant to the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, transfers and assigns unto the Assignee all property, rights, benefits, title and interest in and to the Trademarks together with the goodwill therein To Hold the same unto the Assignee absolutely.
- 2) The Assignor further assigns to the Assignee the right to sue for past infringement and to recover and retain all damages and profits arising there from.
- 3) The Assignor covenants and agrees not to contest the validity of this sale, assignment and transfer nor the validity of any Trademarks described hereunder.
- 4) The Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of the Assignee which may be required to transfer all of

the Assignor's rights, title and interest in and to the said Trademarks and/or the rights thereto to the Assignee, its successors and assigns.

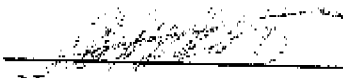
- 5) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable herein.
- 6) This Agreement and the assignment effected pursuant hereto shall be binding upon the Assignor, its successors and/or assigns, and all others acting by, through, with or under its direction, and all those in privity therewith.
- 7) The parties hereto acknowledge that they have requested and are satisfied that the foregoing and the attached documents, as the case may be, be drafted in the English language. Les parties aux présentes reconnaissent qu'elles ont exigé que la présente convention et tous les documents qui s'y rattachent soient rédigés et exécutés en anglais et s'en déclarent satisfaites.
- 8) This Agreement may be executed by the parties in separate counterparts (by original or facsimile signature) each of which when so executed and delivered shall be an original, but all of which, when taken together, shall constitute one and the same instrument

In Witness Whereof this Agreement has been executed by the authorized representatives of the Parties as of the date first hereinabove set forth.

9101-2096 QUEBEC INC

BASCO PI S.E.C. / BASCO IP L.P

by



Name: JOSEPH BASMANI

Title: PRESIDENT


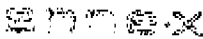


by















Name: JOSEPH BASMANI




Title: PRESIDENT

**SCHEDULE 1  
TRADEMARKS**

Marque de commerce	Pays	Numero de demande	Date de dépôt	Numero d'enregistrement	Date d'enregistrement
JACOB & DESIGN	Australie	1077297	2005-09-27	1077297	2007-11-19
A DESIGN 	Canada	1,200,160	2003-12-19		
ANNE.X & DESIGN 	Canada	1,014,276	1999-05-05	TMA594,613	2003-11-13
ANNEX	Canada	726,437	1993-07-07	TMA433,096	1994-09-09
ANX	Canada	1,095,337	2001-03-09	TMA682,081	2007-02-22
BASCO	Canada	1,200,207	2003-12-19		
CHARIVARI	Canada	1,200,205	2003-12-19		
CHARIVARI	Canada	462,468	1980-12-03	TMA266,844	1982-02-26
DANZ	Canada	1,372,861	2007-11-26		
DANZ & Design 	Canada	1,373,366	2007-11-28		
HELPING OTHERS NEVER GOES OUT OF STYLE	Canada	1,357,062	2007-07-25		
HEMISPHERE	Canada	1,200,206	2003-12-19		
HEMISPHERE	Canada	763,967	1994-09-19	TMA483,248	1997-09-29
HEMISPHERE DESIGN 	Canada	1,200,203	2003-12-19		

JACOB	Canada	1,200,161	2003-12-19	TMA679,745	2007-01-18
JACOB	Canada	461,623	1980-11-14	TMA261,827	1981-08-21
JACOB & DESIGN 	Canada	1,200,158	2003-12-19	TMA679,738	2007-01-18
JACOB & DESIGN 	Canada	1,068,324	2000-07-26	TMA589,276	2003-09-09
JACOB & DESIGN 	Canada	846,901	1997-06-04	TMA528,853	2000-06-07
JACOB & DESIGN 	Canada	846,902	1997-06-04	TMA493,025	1998-04-16
JACOB 3 4 5 6 & DESIGN 	Canada	833,583	1997-01-15	TMA485,893	1997-11-19
JACOB ACTIVE	Canada	1,200,199	2003-12-19		
JACOB CONNEXION	Canada	1,167,725	2003-02-11	TMA636,189	2005-03-29
JACOB CONNEXION & DESIGN 	Canada	1,173,949	2003-04-08	TMA664,452	2006-05-17
JACOB DESIGN 	Canada	463,994	1981-01-14	TMA267,640	1982-03-26
JACOB DESIGN 	Canada	584,251	1987-05-15	TMA345,467	1988-09-30

JACOB DETAIL EN DETAILS & DESIGN	Canada	594,065	1987-10-26	TMA435,050	1994-11-04
JACOB LINGERIE	Canada	1,200,201	2003-12-19	TMA679,748	2007-01-18
JACOB <u>LINGERIE</u> & DESIGN 	Canada	1,068,325	2000-07-26	TMA588,281	2003-08-27
JACOB <u>LINGERIE</u> & DESIGN 	Canada	686,225	1991-07-23	TMA420,012	1993-11-26
JACOB LINGERIE DESIGN 	Canada	1,200,195	2003-12-19	TMA679,746	2007-01-18
JACOB <u>MAISON</u>	Canada	889,258	1998-09-02	TMA529,769	2000-06-23
JACOB <u>OUTLET</u>	Canada	1,162,483	2002-12-20	TMA672,063	2006-09-06
JACOB <u>OUTLET</u>	Canada	1,200,200	2003-12-19	TMA671,841	2006-08-31
JACOB <u>OUTLET</u> & DESIGN 	Canada	1,200,196	2003-12-19	TMA679,747	2007-01-18
JACOB <u>SPORT</u> DESIGN 	Canada	855,756	1997-09-10	TMA531,601	2000-08-22
JACOB <u>SPORT</u> DESIGN 	Canada	855,757	1997-09-10	TMA531,602	2000-08-22
JACOB WEEK-END	Canada	597,013	1987-12-10	TMA348,403	1988-11-25
JACOB X-TREME	Canada	850,160	1997-07-08	TMA529,323	2000-06-16
JNX DESIGN 	Canada	1,200,233	2003-12-19		
JOSEF	Canada	283,084	1964-06-18	TMA139,323	1965-02-26

JOSEF	Canada	283084 01	2005-12-19		
JOSEF	Canada	283084 02	2006-10-24		
JOSEF	Canada	283084 03	2006-12-15		
LES BASIQUES JACOB DESIGN  LES BASIQUES 	Canada	855,754	1997-09-10	TMA529,527	2000-06-20
MARDI GRAS	Canada	1,200,204	2003-12-19		
SHAPED AND FASHIONED BY WHAT WE LOVE	Canada	1,357,063	2007-08-01		
THE BASICS JACOB DESIGN  THE BASICS 	Canada	855,755	1997-09-10	TMA529,528	2000-06-20
WHATWOMENWEAR	Canada	1,116,099	2001-09-20	TMA623,025	2004-10-20
Helping others never goes out of style	Chine	6419592 à 6419597	2007-12-05		
JACOB	Chine	4931785	2005-10-08		
DANZ	États-Unis	77/339,910	2007-11-29		
DANZ & Design	États-Unis	77/349,423	2007-12-11		
Helping others never goes out of style	États-Unis	77/316,008	2007-10-29		
JACOB	États-Unis	76/274,854	2001-06-21	2,770,743	2003-10-07
JACOB	États-Unis	74/640,639	1994-10-18	1,966,588	1996-04-09
JACOB ET DESSIN  	États-Unis	77/109962	2007-02-16		



SHAPED AND FASHIONED BY WHAT WE LOVE	États-Unis	77/258,135	2007-08-17		
WHATWOMENWEAR	États-Unis	76/317,962	2001-09-28	2,818,755	2004-03-02
Helping others never goes out of style	Hong Kong	301002383	2007-11-28		
JACOB	Hong Kong	300511947	2005-10-14	300511947	2007-02-13
JACOB	Inde	1542926-1542931	2007-03-23		
JACOB	Japon	2004-117480	2004-12-24	4907987	2005-11-11
JACOB CONNEXION	UK	2385109	2005-02-22	2385109	2007-08-10