

**TRADEMARK ASSIGNMENT**

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<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>
MAXWELL FOOTWEAR OF CALIFORNIA, INC.		02/04/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NINE WEST DEVELOPMENT CORPORATION, INC.		
<b>Street Address:</b>	1007 Orange Street, Suite 225		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1202134	CIRCA	
Serial Number:	78274847	CIRCA JOAN & DAVID	
Serial Number:	78274851	CIRCA JOAN & DAVID	
Registration Number:	2957089	JOAN & DAVID	
Registration Number:	3276238	CIRCA COMFORT 365	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(914)640-1676		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(914) 640-1677		
<b>Email:</b>	KScheider@jny.com		
<b>Correspondent Name:</b>	Karl Scheider		
<b>Address Line 1:</b>	1129 Westchester Avenue		
<b>Address Line 2:</b>	4th Floor		
<b>Address Line 4:</b>	White Plains, NEW YORK 10604		

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ATTORNEY DOCKET NUMBER:	MAXWELL
NAME OF SUBMITTER:	Karl Scheider
Signature:	/Karl Scheider/
Date:	02/09/2009
Total Attachments: 3 source=Executed Assignment from Maxwell Footwear 020909#page1.tif source=Executed Assignment from Maxwell Footwear 020909#page2.tif source=Executed Assignment from Maxwell Footwear 020909#page3.tif	

**RECEIVED**

FEB 09 2003


**EXECUTED**

**JONES-DELAWARE ASSIGNMENT**

This ASSIGNMENT from MAXWELL FOOTWEAR OF CALIFORNIA, INC., a Delaware Corporation with an address of 23455 Cloverdale Court, Newhall, California 91321 (“Assignor”), to NINE WEST DEVELOPMENT CORPORATION, a Delaware corporation with an address of 1007 Orange Street, Suite 225, Wilmington, Delaware 19801 (“Assignee”), is entered into and effective as of the date first written below.

**WITNESSETH**

WHEREAS, Assignor owns all right, title and interest in and to the following United States trademark applications and registrations listed below, including the goodwill of the business in connection with which the marks are used and which is symbolized by the marks, and all common law rights in and to the marks (collectively, the “Marks”):

Mark	Serial Number	Registration Number	International Class	Goods
CIRCA	73/313,595	1,202,134	25	Belts
	78/274,847		25	Footwear
CIRCA JOAN & DAVID	78/274,851		25	Footwear
JOAN & DAVID	78/337,742	2,957,089	25	Footwear
CIRCA COMFORT 365	78/433,894	3,276,238	25	Footwear

WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to assign to Assignee, any and all of Assignor’s right, title and interest in and to the Marks, including the goodwill of the business in connection with which the Marks are used and which is symbolized

by the Marks and all trademark applications and registrations therefor, and all common law rights in the Marks, as well as the right to recover for any past, present and future infringements and violations thereof;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire right, title and interest in and to the Marks, including the trademark applications and registrations therefor and the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and all common law rights in the Marks, together with the right to recover for past, present and future infringements and violations thereof.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns shall undertake all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for maintaining, renewing or enforcing the trademark applications for the Marks and any resulting registrations.

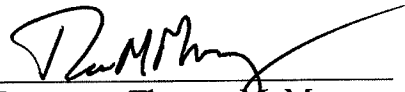
Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

This Assignment shall inure to the benefit of Assignee and its successors, assigns, and legal representatives, and shall be binding upon Assignor and its officers, employees, successors, assigns, related entities, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, through a duly authorized representative, on the date(s) set forth below.

MAXWELL FOOTWEAR OF  
CALIFORNIA, INC.

Dated: February 4, 2009

By:   
Name: Thomas M. Murray  
Title: Chief Financial Officer

NINE WEST DEVELOPMENT CORPORATION

Dated: February 9, 2009

By:   
Name: Robin Mandell  
Title: Assistant Treasurer