

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

|  |   |                |             |
|--|---|----------------|-------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT                              |                |             |
| NATURE OF CONVEYANCE:  | Release of Security Interest By Court Order |                |             |
| CONVEYING PARTY DATA   |   |                |             |
| Name   | Formerly                                    | Execution Date | Entity Type |
| Manufacturers Hanover Trust Company  |   | 05/11/1992     | Agent:      |
| RECEIVING PARTY DATA   |   |                |             |
| Name:  | Russ Togs, Inc.                             |                |             |
| Street Address:  | 1411 Broadway                               |                |             |
| Internal Address:  | Russ Togs, Inc.                             |                |             |
| City:  | New York                                    |                |             |
| State/Country:   | NEW YORK                                    |                |             |
| Postal Code:   | 10018                                       |                |             |
| Entity Type:   | CORPORATION: NEW YORK                       |                |             |
| PROPERTY NUMBERS Total: 1  |   |                |             |
| Property Type  | Number                                      | Word Mark      |             |
| Registration Number:   | 0763997                                     | VILLAGER       |             |
| CORRESPONDENCE DATA  |   |                |             |
| Fax Number:  | (212)715-8000                               |                |             |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |                |             |
| Phone:   | 2127159357                                  |                |             |
| Email:   | KLTrademark@kramerlevin.com                 |                |             |
| Correspondent Name:  | Carole E. Klinger, Esq.                     |                |             |
| Address Line 1:  | 1177 Avenue of the Americas                 |                |             |
| Address Line 2:  | Kramer Levin Naftalis & Frankel LLP         |                |             |
| Address Line 4:  | New York, NEW YORK 10036                    |                |             |
| ATTORNEY DOCKET NUMBER:  | 019200-00058 (\$40)                         |                |             |
| NAME OF SUBMITTER:   | Carole E. Klinger                           |                |             |
| Signature:   | /CEK/                                       |                |             |

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Date:

02/10/2009

Total Attachments: 12

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In Re:

RUSS TOGS, INC., et al.,  
Debtors.

X

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(Chapter 11)

:

Case No. 91 B 15033 (PBA)

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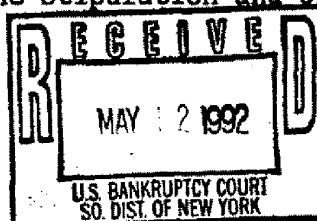
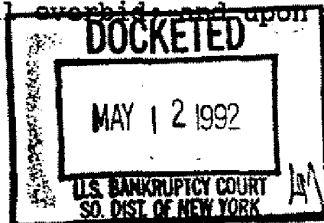
Jointly Administered

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X

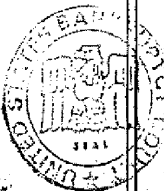
ORDER (i) AUTHORIZING AND APPROVING THE SALE OF  
SPECIFIED ASSETS TO RTVCH HOLDINGS, INC.  
AND (ii) GRANTING RELATED RELIEF

UPON this Court's order to show cause dated April 11, 1992 (the "Order to Show Cause") and the application dated April 7, 1992 (the "Application") of Alan Cohen, as Chapter 11 trustee (the "Trustee") of Russ Togs, Inc. ("Russ Togs") and the other above-captioned debtors (collectively, the "Debtors"), pursuant to Sections 102, 105, 363 and 365 of Title 11, United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") and Rules 2002, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), seeking entry of an Order (i) authorizing and approving, subject to higher and better offers, the sale by the Trustee of specified assets of the Debtors including, without limitation, certain of the Debtors' furniture, fixtures, equipment, leases, inventory, customer lists and trademarks (collectively, the "Purchased Assets") to The He-Ro Group, Inc. ("He-Ro"), and (ii) granting such other and further relief as may be requested at the hearing on the Application or as may be necessary with respect to a successful ~~overbid~~ and upon the Stipulation and Order Amending



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the Order to Show Cause dated April 30, 1992 (the "Stipulation"), which Stipulation, among other things, (i) contemplated the sale of the Purchased Assets by the Trustee to HRVC, Inc., (the "Offeror") an affiliate of He-Ro with all obligations of the Offeror to be guaranteed by He-Ro, all in accordance with the terms and conditions of a certain Agreement by and between the Trustee and the Offeror dated April 22, 1992 (such contract together with the Trademark Agreement contemplated to be executed among the parties, the "HRVC Contract"), and (ii) in accordance with the terms of such HRVC Contract authorized the modification of certain terms and conditions of the out-of-court auction scheduled by the Order to Show Cause (the "Auction"); and upon the record of the Auction, a copy of which is annexed hereto as Exhibit "A"; and upon the record of the hearing on the Application held before this Court on May 11, 1992 (the "Hearing"); and sufficient cause appearing therefor; and after due deliberation; it is

**HEREBY FOUND AND DETERMINED, that:**

A. Proper, timely, adequate and sufficient notice of the Application, Auction, and the Hearing on the relief requested in the Application has been provided, and no other or further notice of the Application or the Hearing is necessary.

B. A reasonable opportunity has been afforded any person or entity to make a higher and better offer to purchase the Purchased Assets subject to the HRVC Contract.

C. The Auction was conducted in accordance with the terms and conditions of the Order to Show Cause as modified by the Stipulation.

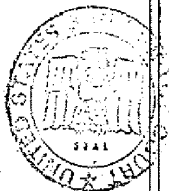
D. At the conclusion of the Auction, the offer for the Purchased Assets (the "RTVCH Offer") made by Liz Claiborne, Inc. on behalf of an unnamed wholly owned subsidiary which was later identified as RTVCH Holdings, Inc. ("RTVCH") was determined by the Trustee, in his reasonable business judgment, to be the highest and best offer for the Purchased Assets.

E. At the Auction, the Trustee found that the RTVCH Offer complied with each of the bidding requirements set forth in the Order to Show Cause.

F. The terms and conditions of the RTVCH Offer are set forth in an agreement dated May 11, 1992 by and between the Trustee and RTVCH (the "RTVCH Contract") and are substantially the same as the terms of the HRVC Contract (i) except that the consideration payable by RTVCH to the Estates pursuant to the terms and conditions of the RTVCH Contract is greater than the consideration payable to the Estates pursuant to the HRVC Contract, and (ii) except as otherwise agreed to by the Trustee and RTVCH as set forth in the RTVCH Contract and clarified on the record of the Hearing.

G. RTVCH is a purchaser acting in good faith and is entitled to the benefits afforded under Section 363(m) as that term is utilized in the Bankruptcy Code, and no evidence was

presented to establish that any basis exists for disqualifying RTVCH from bidding at the hearing.



H. The Debtors have good and lawful title to the Purchased Assets. The Trustee has authority to enter into the RTVCH Contract and transfer the Purchased Assets to RTVCH pursuant to the terms and provisions of the RTVCH Contract.

I. The RTVCH Contract has been negotiated in good faith and at arms' length by and among the Trustee and RTVCH.

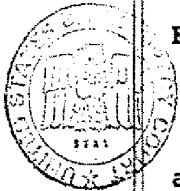
J. The Trustee has advanced sound and sufficient business reasons, and it is a reasonable exercise of the Trustee's and the Debtors' business judgment, to sell all of the Debtors' right, title and interest in the assets defined in the Application as the "Purchased Assets" to RTVCH upon the terms and conditions set forth in the RTVCH Contract pursuant to Sections 102, 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014.

K. Absent approval of the Application and the prompt consummation of the proposed transaction in connection therewith, the Debtors' businesses and assets will decline precipitously.

L. Delay in consummation of the RTVCH Contract will be detrimental to the Debtors' creditors and Estates.

M. The total consideration to be realized by the Debtors' Estates pursuant to the RTVCH Contract is fair and

reasonable and represents the highest and best value realizable for the Purchased Assets, and the transactions contemplated by the RTVCH Contract are in the best interests of the Debtors' Estates and creditors.

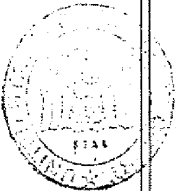


N. RTVCH has provided adequate assurance (i) that any defaults under the Leases (as defined below) will be promptly cured in the manner required under Section 365 of the Bankruptcy Code and (ii) of future performance under the Leases.

O. The Trustee has advanced sound business reasons, and it is a reasonable exercise of the Trustee's business judgment to assume and assign to RTVCH certain of the Debtors' leasehold interest, as set forth on Exhibit 3 to the RTVCH Contract and marked to be assumed and assigned at this time (the "Leases") pursuant to Section 365 of the Bankruptcy Code without the consent of any third party and notwithstanding any anti-assignment or change of control provision contained therein.

P. The transactions contemplated under the RTVCH Contract and authorized herein have been entered into by the Trustee and the Debtors for purposes of funding, or in furtherance of effectuating, a plan of reorganization for the Debtors. The sale of the Purchased Assets pursuant to the RTVCH Offer and Contract does not constitute a sub rosa plan of reorganization.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND  
DECREED that:



1. The Application is hereby approved in all respects, except to the extent the relief requested therein was modified on the record of the Hearing or as set forth herein.


2. Pursuant to Sections 102, 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, and for the total consideration provided for under the RTVCH Contract pursuant to the terms and provisions thereof, (and, subject to the terms of the next decretal paragraph), the Trustee is hereby authorized and directed to sell and transfer the Purchased Assets to RTVCH upon the terms and subject to the conditions set forth in the RTVCH Contract and this Order.

3. The RTVCH Contract and its terms and provisions are hereby approved in their entirety, and the Trustee is hereby authorized and empowered and the Trustee and RTVCH each are hereby directed to execute, deliver, file, record, or otherwise perform all things necessary to effectuate this Order and to consummate the transactions contemplated by the RTVCH Contract and this Order including, without limitation, effectuating the limited license agreements contained in Article 7 of the HRVC Contract and executing additional or supplemental agreements that may be reasonably required to effectuate the transactions contemplated by the RTVCH Contract, provided however, that such

*Liz Claiborne, Inc. O*

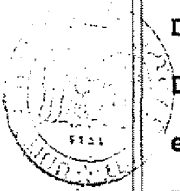


additional or supplemental agreements do not materially change the terms of the transaction contemplated by the RTVCH Contract.



4. The Purchased Assets are hereby authorized to be sold and transferred to RTVCH pursuant to Sections 363(b) and (f) of the Bankruptcy Code, free and clear of any post-petition administrative claims in the Debtors' Chapter 11 cases, as well as the claims and liens of all governmental entities for taxes, real estate taxes, interest, penalties and the like and any and all claims, liens, mortgages, charges, mechanics liens, security interests, encumbrances and transferee liability, or any claims under any contract, including but not limited to collective bargaining agreements, and claims arising out of pending litigation, those granted or imposed by prior order of this Court, that the Purchaser is a successor in interest to or an assignee of the business of the Debtors as they relate to the Purchased Assets (collectively, the "Encumbrances"), whether arising pre-petition or post-petition, with any and all such Encumbrances thereafter only attaching to the net proceeds (which shall also be net of reimbursable expenses) of the transaction authorized herein (the "Proceeds"), with the same priority, validity, force, effect and enforceability, and subject to the same claims, defenses and avoiding power actions as such Encumbrances have or may now be subject to with respect to the Purchased Assets and the Debtors' Estates; provided, however, that the Trustee shall pay such Proceeds to Manufacturers Hanover Trust Company on its own behalf and as

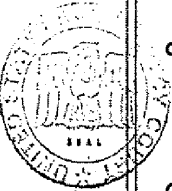
and claims that arise from the assessment of any tax of the type referenced in Section 2.12 of the RTVCH Contract



agent for National Westminster Bank, U.S.A. and Nations Bank (f/k/a) Sovran Bank, Tennessee (collectively, the "Banks") in reduction of their security interests in the assets of the Debtors' Estates, without prejudice to the Trustee's or the Debtors' rights to contest the priority, validity, force, effect, amount and enforceability of any and all the Encumbrances, or any past payments or payments of the proceeds hereunder made by the Trustee or the Debtors in reduction of the Banks' security interests in the assets of the Debtors' Estates.

5. The provisions of this Order authorizing the sale of the Purchased Assets free and clear of Encumbrances shall be self-executing, and neither the Trustee, the Debtors nor RTVCH shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the foregoing provisions hereof; provided, however, that (i) these paragraphs shall not excuse such parties from performing any and all of their respective obligations under the RTVCH Contract or otherwise and this Order and (ii) upon reasonable request by RTVCH, the Banks and any of the Debtors' creditors are directed to execute and deliver to RTVCH appropriate U.C.C. termination statements.

6. Each and every federal, state and local governmental agency or department and title company is hereby directed to accept any and all documents and instruments, including, without limitation, a certified copy of this Order, which are



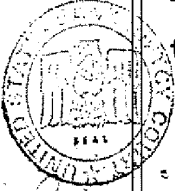
necessary and appropriate to consummate the transactions contemplated by the RTVCH Offer and Contract, including, without limitation, the transfer of the Purchased Assets free and clear of Encumbrances.

7. Pursuant to Section 1146(c) of the Bankruptcy Code, none of the transactions provided for in the RTVCH Contract, including, without limitation, the transfer of the Purchased Assets to RTVCH, shall be subject to taxes under any law imposing a stamp tax or similar tax.

8. This Order shall be binding upon, and inure to the benefit of the Trustee, the Debtors and their Estates and to RTVCH, and to their respective assigns, including, without limitation, any trustee(s) hereafter appointed for the Debtors' Estates under Chapter 7 of the Bankruptcy Code.

9. RTVCH is a good faith purchaser and shall be entitled to the protection of Section 363(m) of the Bankruptcy Code with respect to the sale of the Purchased Assets approved and authorized herein in the event this Order or any authorization contained herein is reversed or modified on appeal.

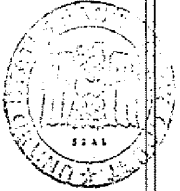
10. Subject to the consummation of the RTVCH Contract, pursuant to Section 365 of the Bankruptcy Code, the Trustee and the Debtors are authorized, empowered and directed to assume such Leases and assign such Leases to RTVCH upon the terms and conditions set forth in the RTVCH Contract.

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11. The Debtors are hereby authorized and directed as a condition to the assumption of the Leases to cure all of the defaults resulting in pecuniary loss to the extent set forth on Exhibit "C" to the Application with respect to those Leases marked to be assumed and assigned at this time on Exhibit 3 to the RTVCH Contract.

12. Upon payment of those sums set forth on Exhibit "C" to the Application, there shall exist no other defaults, pecuniary or otherwise, under the Leases, and the Leases shall be in full force and effect and without default.

13. Pursuant to Section 365(k) of the Bankruptcy Code and applicable non-bankruptcy law, upon the terms and conditions set forth in the Agreement, the Trustee and the Debtors shall have no liability for any obligations thereunder accruing on or after the effective date of the transfer of the Leases to RTVCH.

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14. ~~To the extent directed by the Court, (A)~~ The Trustee is authorized and directed to remit to He-Ro (i) the deposit and all interest thereon from March 25, 1992 submitted in connection with the HRVC Contract and (ii) the break-up fee, and ~~(B)~~ RTVCH is directed to remit to He-Ro those expenses required to be paid directly by RTVCH to He-Ro pursuant to and in accordance with the terms of HRVC Contract except as otherwise agreed to between RTVCH and HRVC.



15. This Court shall retain jurisdiction over the parties to the RTVC Contract, all parties having submitted bids as set forth in the Application or provided for in the Order to Show Cause, all parties having submitted objections to the Application upon the issues set forth therein, all creditors of the Debtors, and all other parties in interest for the purpose of enforcing any and all of the terms and provisions of this Order and the Order to Show Cause against any person, entity, or governmental body or agency of government which may violate any of such terms or refuse to act in accordance with the terms or conditions of this Order or the RTVC Contract.

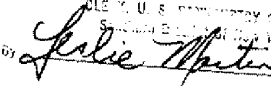
16. This Order is a final order and, in accordance with Bankruptcy Rule 8001(a), the time to file a notice of

appeal therefrom shall commence from the date of entry hereof.

Dated: New York, New York  
May 11, 1992

  
UNITED STATES BANKRUPTCY JUDGE

I hereby attest and certify on 5/26/92  
that the foregoing document is a full, true and correct  
copy of the original on file in my office, and in my  
legal custody.

NEW YORK, U.S. BANKRUPTCY COURT  
Southern District of New York  
by  Deputy

