

**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>
Leslie Fay Licensing Enterprises Corp.		07/30/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carson Pirie Scott II, Inc.		
<b>Street Address:</b>	331 West Wisconsin Ave		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53203		
<b>Entity Type:</b>	CORPORATION: MISSISSIPPI		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0966580	BRECKENRIDGE	
Registration Number:	3022152	BRECKENRIDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)881-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4048817000		
<b>Email:</b>	ipatl@alston.com		
<b>Correspondent Name:</b>	Ginabeth Hutchison		
<b>Address Line 1:</b>	1201 West Peachtree St		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	051766-327964		
<b>NAME OF SUBMITTER:</b>	Ginabeth Hutchison		
<b>Signature:</b>	/Ginabeth Hutchison/		

OP \$65.00 0966580

Date:

02/17/2009

**Total Attachments: 2**

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**ASSIGNMENT OF TRADEMARKS**

ASSIGNMENT OF TRADEMARKS, dated as of July 30, 2007 (this "Assignment"), is made by LESLIE FAY LICENSING ENTERPRISES CORP., a Delaware corporation with an address at 1359 Broadway, 16th floor, New York, NY 10018 ("Assignor"), in favor of CARSON PIRIE SCOTT II, INC., a Mississippi corporation with an address at 331 West Wisconsin Avenue, Milwaukee, Wisconsin 53203 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted and used, and is the owner of the trademarks listed on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignor desires to assign, transfer and convey all of its right, title and interest in and to the Trademarks and all goodwill associated therewith, to Assignee and Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademarks and any and all applications and registrations therefore.

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

1. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of its right, title and interest, in and to all of the Trademarks, and any trademark applications and registrations therefor, together with any goodwill of the business symbolized by the Trademarks, as well as the right to sue for past and present infringement thereof.

2. Assignor hereby agrees to execute all instruments, documents and papers and to perform such other proper acts as Assignee, its successors or assigns may deem reasonably necessary, but at Assignee's expense, to secure to Assignee, its successors or assigns the rights hereby assigned.

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

LESLIE FAY LICENSING ENTERPRISES CORP.

Date: 7/30/07

By:



Name: WILLEM F.P. de Vogel  
Title: Chairman

**SCHEDULE A**

TRADEMARKS

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Breckenridge	966,580	August 21, 1973
Breckenridge	3,022,152	November 29, 2005