

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stein Mart Buying Corp.		02/26/2009	CORPORATION: FLORIDA
STEIN MART, INC.		02/26/2009	CORPORATION: FLORIDA
STEIN MART HOLDING CORP.		02/26/2009	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	LUVANIS SA
Street Address:	4, rue Dicks
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-1417
Entity Type:	CORPORATION: LUXEMBOURG

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3574063	MAINBOCHER

**CORRESPONDENCE DATA**

Fax Number: (352)248-7471  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: info@luvanis.com  
 Correspondent Name: LUVANIS SA  
 Address Line 1: 4, rue Dicks  
 Address Line 4: Luxembourg, LUXEMBOURG L-1417

ATTORNEY DOCKET NUMBER:	ASS MAINBOCHER 3574063
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**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:

OP \$40.00 3574063

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Arnaud de Lummen

Signature:

/adelummen/

Date:

03/13/2009

Total Attachments: 2

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## ASSIGNMENT

This agreement (the "Agreement") effective as of the 26<sup>th</sup> day of February, 2009, (the "Effective Date") is entered into by and between Stein Mart, Inc., Stein Mart Buying Corp. and Stein Mart Holding Corp. (together, "Assignor"), with offices at 1200 Riverplace Boulevard, Jacksonville, Florida 32207, USA, and LUVANIS S.A. ("Assignee"), with offices at 4, rue Dicks, L-1417 Luxembourg, LUXEMBOURG.

Whereas, Assignor has agreed to assign any ownership rights that it has in the mark "MAINBOCHER" (the "Mark") to Assignee, in consideration for  
and

Now therefore, the parties hereby agree as follows:

1. Assignment. In consideration for Assignee's payment to Stein Mart Holding Corp. of the sum of \_\_\_\_\_, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby. The rights herein transferred in the Mark include any and all of Assignor's rights in the federal registration for the Mark, Reg. No. 3,574,063, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment of the Mark not been made.

2. Quit Claim Status of Assignment. Assignor makes no representations or warranties in connection with its rights in the Mark, it being understood that Assignor is assigning any rights it may have therein "as is" and without warranty of any kind, and Assignee hereby expressly accepts the disclaimer of any and all warranties and representations by the Assignor.

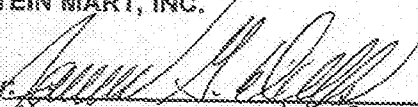
3. License. Assignee hereby grants to Assignor a non-exclusive "as is" license to use the Mark in the United States to sell off existing inventory and utilize existing marketing materials bearing the Mark, for a period of two hundred and seventy (270) days from the date hereof.

4. Further Actions. Each of the parties hereto covenants and agrees, at the requesting party's expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignment contemplated herein.


5. Governing Law. Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.


STEIN MART, INC.

By:   
Name: James G. Veltz  
Title: Sen. V.P. - CFB


STEIN MART BUYING CORP.


By:   
Name: William A. Mull  
Title: EXP/CMO

STEIN MART HOLDING CORP.

By:   
Name: James G. Veltz  
Title: Secretary & Treasurer

LUVANIS S.A.

By:   
Name: Arnaud de LUMMEN  
Title: Director

By:   
Name: Guy de LUMMEN  
Title: Director