

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Receiving Party. Correct Spelling of "Lieber" to "Leiber" previously recorded on Reel 002171 Frame 0710. Assignor (s) hereby confirms the Time Products, plc.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Time Products, plc		10/13/2000	CORPORATION: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	Judith Leiber IP LLC
<b>Street Address:</b>	530 7th Avenue
<b>Internal Address:</b>	27th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1329587	JUDITH LEIBER
Registration Number:	1464579	JL
Registration Number:	1484388	JL
Registration Number:	1569590	JUDITH LEIBER
Registration Number:	1744543	JUDITH LEIBER
Registration Number:	1755479	JUDITH LEIBER
Registration Number:	2172030	JUDITH LEIBER
Registration Number:	2183062	JUDITH LEIBER
Serial Number:	75110198	NO SWEAT.
Serial Number:	75811296	JUDITH LEIBER
Serial Number:	76006748	JUDITH LEIBER

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CORRESPONDENCE DATA

Fax Number: (513)241-6234  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 513-241-2324  
Email: tremaklus@whepatent.com  
Correspondent Name: Theodore R. Remaklus, Esq.  
Address Line 1: 411 Vine Street  
Address Line 2: Wood, Herron & Evans, L.L.P., 2700 Carew  
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	LEI-220/122
NAME OF SUBMITTER:	Theodore R. Remaklus
Signature:	/theodore r remaklus/
Date:	07/05/2009

Total Attachments: 8  
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FORM PTO-1618A  
Expires 06/30/09  
OMB 0651-0027

11-09-2000

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MRD 10-20-00

To: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002171 FRAME: 0710  
TRADEMARK  
REEL: 004016 FRAME: 0928

FORM PTO-1618B  
Expires 06/30/09  
OMB 0851-0027

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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Henry Welt, Esq.

October 19, 2000

Name of Person Signing

Signature

Date Signed

**EXECUTION COPY****ASSIGNMENT FOR TRADEMARKS**

**ASSIGNMENT**, made as of October 13, 2000 from TIME PRODUCTS plc, a corporation organized under the laws of England and Wales ("**Assignor**"), to JUDITH LEIBER IP LLC, a Delaware limited liability company formerly known as PAGO ACQUISITION IP LLC ("**Assignee**").

**RECITALS**

WHEREAS, pursuant to an Asset Purchase Agreement dated as of September 20, 2000 (as amended to date, the "**Asset Purchase Agreement**") between Assignor, Time Products, Inc., a New York corporation and wholly-owned subsidiary of Assignor ("**Subsidiary**"), and Pegasus Apparel Group, Inc., a Delaware corporation and parent corporation of Assignee ("**PAGO**"), each of Assignor and Subsidiary has agreed to sell, assign, transfer, convey and deliver to PAGO all of Assignor's and Subsidiary's right, title and interest in and to the Acquired Assets (as defined in the Asset Purchase Agreement);

WHEREAS, in consideration for Assignor's and Subsidiary's sale, assignment, transfer, conveyance and delivery to PAGO of the Acquired Assets in accordance with the terms and conditions of the Asset Purchase Agreement, PAGO shall pay to Assignor and Subsidiary the Purchase Price (as defined in the Asset Purchase Agreement);

WHEREAS, Assignor is the sole owner of the entire right, title and interest in, to and under the service marks, trademarks and trademark applications identified in Schedule A attached hereto (the "**Trademarks**"), and has a registration for, or has filed an application to register, the Trademarks in the United States Patent and Trademark Office and the other foreign jurisdictions set forth on Schedule A;

WHEREAS, pursuant to a letter agreement dated October 13, 2000 between Assignor and PAGO, Assignor has agreed to convey its right, title and interest in, to and under the Trademarks (and the pending registrations and applications) to Assignee in lieu of PAGO; and

WHEREAS, in connection therewith, Assignee desires to acquire, and Assignor is willing to convey, Assignor's entire right, title and interest in, to and under the Trademarks, all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee Assignor's entire right, title and interest in, to and under the Trademarks, including common law rights, together with the

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goodwill symbolized by and associated with the Trademarks, and all registrations and applications relating to the Trademarks, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, fees and payments now or hereafter due or payable in respect of the Trademarks, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Trademarks, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any Governmental Authorities (both foreign and domestic) of Assignee's ownership of all right, title and interest in, to and under the Trademarks and the goodwill associated therewith (it being understood that the expenses regarding such actions described in this sentence shall be allocated as provided in the Asset Purchase Agreement).


Assignor hereby represents and warrants that it is the sole owner of the Trademarks free and clear of all Liens.

All capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

This Assignment for Trademarks shall be construed under the laws of the United States of America and the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on as of the first date above written to be effective as of such date.

TIME PRODUCTS plc

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**SCHEDULE A**

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**TRADEMARK**  
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**SCHEDULE A****Trademarks  
REGISTERED in U.S.\***

Mark	Country	Registration Number	Registration Date	Goods
Judith Leiber	USA	1,329,587	04/09/1985	Handbags and wallets
JL and design	USA	1,464,579	11/10/1987	Handbags, wallets, luggage
JL and design	USA	1,484,388	04/12/1988	Belts
Judith Leiber	USA	1,569,590	12/05/1989	Pillboxes, belt buckles and handbags made in whole or in part of semi-precious stones
Judith Leiber	USA	1,744,543	01/05/1993	Handbags, wallets and leather change purses
Judith Leiber	USA	1,755,479	03/02/1993	Clothing belts made from leather
Judith Leiber Signature	USA	2,172,030	07/07/1998	Cases and chains for spectacles and sunglasses; key chains, pillboxes, belt buckles, handbags, hand-held mirrors, hair combs, key cases, business card cases and calling card cases made wholly or in part of precious metals and/or rhinestones or semi-precious stones; jewelry; handbags, wallets, key cases, business card cases and calling card cases, change purses; hand-held mirrors; hair combs; clothing belts and scarves

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Mark	Country	Registration Number	Registration Date	Goods
Judith Leiber	USA	2,183,062	08/18/1998	Cases and chains for spectacles and sunglasses; key chains, pillboxes, belt buckles, handbags, hand-held mirrors, hair combs, key cases, business card cases and calling card cases made wholly or in part of precious metals and/or rhinestones or semi-precious stones; jewelry; hand-held mirrors; hair combs; clothing, namely belts, headwear and scarves; retail store services featuring jewelry, clothing and accessories therefor

\*All registrations and applications in name of Time Products plc, unless otherwise noted.

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**SCHEDULE A (continued)****Trademarks  
U.S. PENDING APPLICATIONS**

Mark	Country	Application Number	Filing Date	Summary of Goods
Judith Leiber	USA	75/101,908	05/09/1996	Fragrances
Judith Leiber	USA	75/811,296	09/29/1999	Spectacles, sunglasses and spectacle frames
Judith Leiber	USA	76/006,748	03/21/2000	Fragrances, namely, perfume, cologne, and eau de toilette Footwear

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RECORDED: 10/20/2000

RECORDED: 07/05/2009

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